Santa Clara County Office of Education

Renewal Appeal Petitioner Certification Form

(TO BE USED FOR AN APPEAL OF A LOCAL SCHOOL DISTRICT'S DENIAL OF A CHARTER RENEWAL)

This form constitutes the petitioner's signed certification that the petitioner deems the petition to be complete for purposes of commencing the timelines, as specified in Education Code §47605(b).

(MUST BE COMPLETED AND SIGNED BY PETITIONER)

Instructions to Lead Petitioner
1. Complete the SCCOE Charter Renewal Review Matrix Form (including petition page numbers).
2. Complete and sign this Petitioner Certification Form.
3. Submit completed & signed Petitioner Certification Form, Matrix, budget documents, and all other required documents with the charter petition to SCCOE Charter Schools Department.

(A) The petition includes a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and has been updated as necessary to reflect the current program offered by the charter school.	■ YES ☐ NO
(B) The petition contains academic performance data of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for the most recent preceding two years and any/all other data, plans, or information necessary to support renewal.	■ YES ☐ NO
(C) The dashboard data is not available for the most recently completed year before renewal, and the petition contains verifiable data related to the dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system for the most recent academic year.	■ YES ☐ NO
(D) The petition packet includes a redlined version indicating all changes to the petition from when the petition was originally granted or last renewed. The petition packet includes a hard-copy version and electronic (Word & pdf) versions, including an Excel spreadsheet of the budget, LCFF calculator, and an executive summary of the changes from the current charter.	■ YES ☐ NO
(E) A copy of the appeal renewal petition, including all documents submitted to the County Board, was concurrently provided to the school district.	■ YES ☐ NO
(F) The renewal petition submitted to the County Board on appeal is unchanged from that denied by the school district, other than changes necessary to reflect the County Board as the chartering entity, with no new or different material terms.	■ YES ☐ NO
(G) A description of any and all changes to the renewal charter necessary to reflect the County Board as the chartering entity is attached.	■ YES ☐ NO
(H) The charter petitioner and charter school will comply with all applicable laws.	■ YES ☐ NO
(I) Evidence of the district governing board's denial is attached.	■ YES ☐ NO
(J) Evidence of the district governing board's written factual findings for denial is attached.	■ YES ☐ NO

I hereby certify in accordance with Education Code Section 47605(b) and County Board Policy 0420.4 that the attached petition, including any appendices and attachments, is deemed complete and the terms of this certification form are true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the charter to denial or revocation if later discovered and the omission/inaccuracy is material.

Name of Charter School: Escuela Popular/Center for Training and Careers, Family Learning Center

Patricia Reguerin	4/22/2026	Patricia Reguerin Digitally signed by Patricia Reguerin Date: 2026.04.22 14:44:47 -07'00'
Name & Title of Lead Petitioner	DATE	Signature of Lead Petitioner
[signature]	4/23/26	MICHELLE JOHNSON DIRECTOR SCCOE
Name & Title of County Personnel Receiving Petition	DATE	Signature of County Personnel Receiving Petition

Petition Appeal Consideration & Acceptance E.C. §47605(k)(1)(A) *(COE Office Use Only)*	
Petitioner submitted the charter school renewal petition appeal to the County Board of Education within 30 days of denial by the governing board of the school district, as required by law.	☑ YES ☐ NO
The charter school renewal petition appeal includes new or different material terms from the original petition that was submitted to the district. **If yes, the petition will be immediately remanded back to the district for review.**	☐ YES ☐ NO
This is a resubmission of the charter school's renewal petition appeal. The school district governing board denied the petition after reconsideration of the petition's new or different material terms to its charter.	☐ YES ☐ NO

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

April 23, 2026

Via Hand Delivery

David M. Toston, Sr., Superintendent
Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, CA 95131

Re: Escuela Popular/Center for Training and Careers, Family Learning Charter Renewal Petition Appeal to the Santa Clara County Board of Education

Dear Dr. Toston:

This letter and its enclosures serve as Escuela Popular/Center for Training and Careers, Family Learning's ("EPCTC" or the "Charter School") appeal of the denial of its charter renewal petition by the East Side Union High School District ("ESUHSD" or the "District") to the Santa Clara County Board of Education (the "County Board"), as provided for in Education Code Section[1] 47605(k)(1)(A) and Title 5, California Code of Regulations Section 11966.5. Escuela Popular del Pueblo, the nonprofit benefit corporation which operates EPCTC, authorizes submission of the charter appeal request to the County Board, and certifies that it deems the petition to be complete, as attested below.

THE DISTRICT UNLAWFULLY DENIED EPCTC'S RENEWAL CHARTER

When Assembly Bill 1505 modified the Charter Schools Act in 2020, the Legislature created a framework for a charter school to appeal the denial of its charter renewal by its chartering authority. Section 47607.5 states:

> …if either a school district governing board or a county board of education, as a chartering authority, does not grant a renewal to a charter school pursuant to Section 47607 or 47607.2, the charter school may appeal the decision pursuant to the procedures pertaining to a denial of a petition for establishment of a charter school, as provided in subdivision (k) of Section 47605 for review in accordance with Section 47607.

This scenario occurred on April 13, 2026, when the ESUHSD Board adopted the District Staff's *Recommendations and Proposed Findings of Fact* ("Staff Report") and voted to deny the renewal of EPCTC's renewal charter:

[1] All statutory citations herein are to the Education Code.

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Recommended Action:
District Staff recommends that the Board deny the renewal of EPCTC's Charter. The recommendation for denial is based on findings that petitioners are demonstrably unlikely to successfully implement the educational program set forth in the EPCTC Renewal Petition.

The District attempted to utilize Section 47607(e) to deny renewal on the grounds specified in that subsection. However, Section 47607(e) only permits a chartering authority to deny renewal following 30 days' notice and an opportunity to cure allegations from the chartering authority that "the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d)." (*See* Section 47607(e).). The District never provided a Section 47607(e) notice to the Charter School with the required 30 days' notice and reasonable opportunity to cure. Therefore, the District cannot use this Section for denial of EPCTC's charter renewal petition.

Instead, the District was required to apply Section 47607(c)(7) because of the Charter School's status as a Dashboard Alternative School Status ("DASS") charter school. As a DASS charter school, the only avenue for denial is with a finding that closure is in the best interest of students. Regarding DASS charter schools, Section 47607(c)(7) states:

> The chartering authority may deny a charter renewal pursuant to this paragraph **only upon making written findings**, setting forth specific facts to support the findings, **that the closure of the charter school is in the best interest of students.**
> (Emphasis added.)

ESUHSD failed to even attempt, let alone meet, this meaningfully high standard for non-renewal. Not only did the Staff Report fail to provide any findings that meet the standards for the denial of a DASS charter school, but the District blatantly failed to demonstrate that closure is in the best interest of students. Moreover, the ESUHSD Board also failed to attempt or meet the legal requirement to make written factual findings that closure is in the best interest of the Charter School's students. To demonstrate that closure is in the best interest of students, the District would have to prove, for example, that the alternative schools that students could otherwise attend outperform the Charter School; that there are comparable or better services offered at other schools; or that EPCTC is harming students. The District failed to make a single finding in this area. Instead, the District raised "concerns," many of which had been addressed over months of collaborating between ESUHSD and EPCTC.

Indeed, closure would acutely harm the students of EPCTC because the student population consists of adult students whose education has been interrupted due to migration, family, homelessness, or changes in employment. Many of these students came to the United States

speaking little or no English. EPCTC serves this unique, vulnerable population of students and seeks to continue providing these students with an avenue to earn their diplomas. There is no comparable program to EPCTC in the San Jose area that could serve this population. The District failed to not only meet its legal requirements but failed to meet its responsibility as a chartering authority – to provide education and access to the adult students who reside in the District.

The Charter School was being considered under Section 47607.2; as contemplated by Section 47607.5, the District Board did not grant renewal of the Escuela Popular/Center for Training and Careers, Family Learning charter petition. Therefore, this *de novo* appeal to the County Board is lawful and timely.

CONTENTS OF THE APPEAL

Title 5, California Code of Regulations Section 11966.5(a) requires that a charter school whose petition has not been approved and that wishes to appeal its petition to the county board must send certain information within 30 days after the school district action. Below, please find a listing of the components of the charter petition appeal as required by law and the Santa Clara County Office of Education ("SCCOE").

(1) A complete copy of the charter petition as denied by the District, including all appendices. (Attached under Tab 1.)

(2) A redlined version of the charter petition indicating all changes to the petition from when the petition was originally granted or last renewed. (Attached under Tab 2.)

(3) A budget narrative and an Excel spreadsheet of the Charter School's budget and the LCFF calculator. (Attached under Tab 3.)

(4) A copy of the District governing board's written factual findings regarding the charter renewal petition. Attached under Tab 4, please find:

a. District Findings of Fact regarding the charter renewal petition.

b. The Charter School's response to the District's findings regarding the charter renewal petition.

c. The District Board Resolution failing to grant approval the charter renewal petition. The recording of the Board's denial can be found at this link, timestamped 3:00:02.

(5) A letter containing a description of changes and Petition to reflect the County Board as the Charter School's chartering entity. (Attached under Tab 5.)

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(6) Completed Santa Clara County Office of Education "Renewal Appeal Petitioner Certification Form." (Attached under Tab 6.)

(7) Completed SCCOE Charter Review Matrix – District Appeal. (Attached under Tab 7.)

At its April 13, 2026 Board meeting, the ESUHSD Board voted to deny the renewal of the Charter School's charter petition. This appeal is therefore within the 30-day limit for submission of an appeal of a charter renewal petition, as stated in Section 47605(k)(1)(A)(i).

According to Section 47605(b), no later than 90 days after receiving a complete petition package, the Santa Clara County Board of Education shall grant or deny the charter renewal petition. We anticipate that the County Board will adhere to this timeline during its consideration of the charter renewal petition.

* * *

We look forward to working with the County Board and the Santa Clara County Office of Education during consideration of the charter renewal petition. Please feel free contact me at patricia@escuelapopular.org or (408) 426-6593 if you have any questions.

Sincerely,

Patricia Reguerin
Executive Director

ENCLOSURES

4931-3051-8434, v. 1

EscuelaPopular

Educates to transform **lives.**

Escuela Popular/ Center for Training and Careers, Family Learning Center

Charter Renewal Petition

Submitted to:

Santa Clara County Board of Education

April 23, 2026

For a Requested Charter Term of:

July 1, 2026 – June 30, 2031

Primary Contact

Patricia Reguerin

Executive Director, Escuela Popular

RECEIVED

APR 23 2026

CHARTER SCHOOLS DEPARTMENT

Transforming Lives, Where Adult Learners Find Their Future

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Affirmations and Declaration

As the authorized lead petitioner (See Appendix 1 Resolution for Charter Renewal Petition with Board Minutes), I , Patricia Reguerin, hereby certify that the information submitted in this petition for renewal of a California public charter school named for Escuela Popular/Center for Training and Careers Family Learning Center (the “Charter School,” "Escuela Popular" or "EPCTC"), located within the boundaries of the East Side Union High School District (the “District” of “ESUHSD”), operated by Escuela Popular del Pueblo, is true to the best of my knowledge and belief; I also certify that this renewal petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

1. The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other Statewide Standards authorized in statute, or student assessments applicable to students in non-charter public schools [Ref. Education Code 47605(d)(1)].

2. The Charter School declares that Escuela Popular del Pueblo shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act [Ref. Education Code 47605(c)(6)].

3. The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code 47605(e)(1)].

4. The Charter School shall not charge tuition [Ref. Education Code 47605(e)(1)].

5. The Charter School shall admit all students who wish to attend the Charter School unless the Charter School receives a great number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)].

6. The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, sexual orientation, nationality, race or ethnicity, religion, or any other characteristic that is contained in the definition of hate crimes set form in the Section 422.55 of the

Penal code, including immigration status, or association with an individual who has any of the aforementioned characteristics) [Ref. Education Code Section 47605(e)(1)].

7. The Charter School shall adhere to all applicable provisions of Federal Law related to students with disabilities including, but not limited to, the Individuals with Disabilities Education Improvement Act or 2004 ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Title II of the Americans with Disabilities Act of 1990 ("ADA").

8. The Charter School shall ensure that teachers in the charter school shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the District. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)].

9. The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary. [Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)].

10. The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment [Ref. Education Code Sections 47612(b) and 47610].

11. The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

12. The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection [Ref. Education Code Section 47612.5(a)(2)].

13. The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs [Ref. Education Code Section 47605(d)].

14. If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address with thirty (30) days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, inducing report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating

or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)].

15. The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities [Education Code Sections 47605 and 47605.1].

16. The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, et seq. (“CPRA”).

17. The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 (“FERPA”).

18. The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, et seq. (the “Brown Act”).

19. The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

20. The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or require a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education (“CDE”) notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

21. The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1 (“Section 1090”).

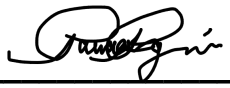
22. The Charter School shall comply with the Political Reform Act, Government Code Section 81000, et seq. (“PRA”).

23. The Charter School shall comply with Education Code Section 51744, et seq. related to independent study, as applicable.

24. The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

25. The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

26. The Charter School shall, at all times, maintain all necessary and appropriate insurance coverage.



_____ Date 12/11/25

Patricia Reguerin, Lead Petitioner

(See Appendix 2 Certification for Charter Renewal Petition.)

Executive Summary

Escuela Popular del Pueblo, a California nonprofit public benefit corporation with 501(c)(3) tax-exempt status, is proud to submit the Escuela Popular Center for Training and Careers, Family Learning Center charter petition for renewal to ESUHSD. In 2003, Escuela Popular and the Center for Training and Careers came together to create a charter school that combines a challenging, standards-based academic program with relevant job, career, and college-readiness skills for students over 18 years old. EPCTC is an extension of Escuela Popular Accelerated Family Learning Center ("EPAFLC") (TK12), and serves the current and future students 18 years old or older who no longer qualify to attend EPAFLC The students in EPCTC work toward a high school diploma while learning job skills that prepare them to be effective members of today's workforce.

Both partners in the EPCTC Charter School, Escuela Popular and Center for Training and Careers, Inc., have long histories of service to the East San Jose community. Escuela Popular has been providing educational services to the East San José, California community since 1986. Escuela Popular developed as a grassroots effort to serve the growing need for English classes. As demand grew, the curriculum of Escuela Popular expanded to include parent education, citizenship classes, history/civics, and afterschool/youth programs, in addition to English classes. In May 2002, Escuela Popular was granted a charter by the East Side Union School District to operate a family learning center for K-12 and adult learners seeking a high school diploma. Initially, Escuela Popular operated a K-12 academy for over 400 students in three age-appropriate academies in two facilities, each with separate leadership. The student population is of Latino heritage and most of the students are eligible for the free and reduced price meal program or fall under the federal poverty guidelines. The majority of Escuela Popular's students are recent immigrants who are monolingual Spanish speakers, in addition to long-time East San Jose residents.

The Center for Training and Careers, Inc. (now known as ConXion to Community and referred to herein as "CTC") is a community-based, non-profit, public benefit corporation, which has successfully provided educational and vocational training along with employment services to youth and adults since 1977. CTC was established to develop and enhance employment opportunities for the educationally and economically disadvantaged of the San Jose community. CTC has been a partner with Escuela Popular for over 20 years. (See Appendix 3 for Partnership Agreement.)

The overall vision of EPCTC is to empower our community through education. EPCTC provides educational and career opportunities for adult students. Working cooperatively with EPAFLC, we aim to maintain a family learning environment across the two schools by serving both parents and children. We are committed to providing meaningful learning experiences in a small school setting to ensure we are positively impacting the lives of every student. EPCTC is a community school that is open for extended hours to accommodate the academic and non-academic needs of our adult students, many of whom may already be working and parenting. Our Charter school prepares students to attend college or enter the workforce directly into a skilled job.

EPCTC draws upon the proven strengths of the two founding organizations, Escuela

Popular and the Center for Training and Careers, and operates in the community that these two organizations have collectively served for nearly 50 years.

From the outset, EPCTC's students' status in society and the resulting issues that they face have been central to the Charter school's educational approach. Critical issues students face include:

- poverty;
- Meal and food security;
- Housing;
- Access to health care;
- Students with Interrupted Formal Education ("SIFE") or Students with Limited or Interrupted Formal Education ("SLIFE");
- language isolation from the dominant culture;
- immigration issues and resulting insecurities;
- culture shock resulting in a feeling of disempowerment and dependency;
- life threatening travel to the United States resulting in trauma;
- family separation; and,
- Different academic, language, and social emotional challenges from those of U.S. born students.

EPCTC realizes that no individual can be successful academically unless these issues are addressed. Experience teaches us that in spite of these circumstances, students can and do succeed in pursuit of their goals. EPCTC is a community school that goes beyond traditional academic instruction to provide a wide range of services and support to students and their families. EPCTC fulfills a vital need in the community, proudly serving diverse families who are historically underserved, with the support and collaboration of East Side Union High School District.

EPCTC is committed to preparing all students, but particularly first generation Latino (term as a broad descriptor for individuals of Latin American origin or descent used to refer to both males and mixed-gender groups) students and English Learners, for success in life.

Escuela Popular serves a community who is majority Latino, low-income, homeless or unhoused, and English Learners.

The California School Dashboard ("Dashboard") in 2024 reported that in 2023-24, EPCTC served **515 students** with diverse needs and backgrounds: **82.3%** were socioeconomically disadvantaged ("SED") students; **14.8%** were Homeless Youth ("HY"); **0.2%** were students with disabilities ("SWD"); and, **0%** were Foster Youth ("FY"). Notably, **100%** of our students were Latino. The Dashboard reports that the percentage of students who were English Learners ("ELs") was 17.3%; however, the correct percentage of ELs is **99.2%** from CALPADS Fall 1, 8.1 Snapshot Report as the student demographics on the Dashboard starting in 2020-21 were no longer updated to include Adult English Learners ("ADELs") as English Learners.

Challenges of the 2018-2026 Charter Term

It is important to consider that the percentage of EPCTC's numerically significant subgroups is much higher than the State's student population. 100% of EPCTC students are Latino, versus 56.1% of the State's public school population; similarly, 82.3% of EPCTC's students are socioeconomically disadvantaged, versus 62.7% of the State's public school population as determined by eligibility for free or reduced price meals; 99.2% of EPCTC's students are English Learners, versus 18.4% of the State's English Learners. Perhaps most impactful is that 81% of EPCTC students are Homeless or Unhoused, versus only 3.6% of the State's public school population. The reason this is an unfair comparison is because the majority of EPCTC's students are homeless, learning English, living in poverty, and Latino; whereas these qualities occur far less frequently in the State's student population.

Between 2018–19 and 2024–25 as noted in Table i.1 below, EPCTC maintained a consistently high percentage of SED students, ranging from approximately 80% to over 96% in the most recent year. This trend demonstrates the Charter School's commitment to serving economically vulnerable populations. The percentage of ELs including ADELs has remained exceptionally high with an average of over 99%. The EL population remains a central focus of EPCTC's instructional and language development efforts.

Throughout these years, the student population has remained overwhelmingly Latino, consistently between 98 and 100%, showing strong cultural cohesion within the Charter School community. The proportion of students identified as homeless fluctuated widely, from approximately 6.5% in 2020–21 to more than 81% in 2024–25, suggesting changes in community housing stability and reporting practices. As an adult school, it is not surprising that there would be a small percentage of SWD who chose to continue their education. Moreover, since foster youth age out on their 18th birthday, it is not surprising that 0% of the students are Foster in an adult program. Collectively, these data trends highlight EPCTC's enduring role as a community Charter School that primarily serves Latino, SED students, and ELs, adapting to changes in reporting standards while continuing to address the needs of vulnerable and mobile student groups.

This seven-year demographic trend underscores EPCTC's critical mission in serving English Learners, low-income families, and students facing housing insecurity. The consistency of need, paired with a culturally and linguistically focused model, positions the Charter School as a vital anchor for underserved families in the region.

Table i.1: Percentage of Subgroups at EPCTC for the Charter Term from the Dashboard (With the Exception of EL and ADEL from Annual CALPADS Fall 1, 8.1 Snapshot Report, and 2024-25 from DataQuest Enrollment)

SCHOOL DEMOGRAPHICS FROM CA SCHOOL DASHBOARD (ON CENSUS DAY)

Percent of Students per Student Group

Year	Total Enrollment	ELs	SED	SWD	Foster	Homeless	American Indian	Hispanic	Two or More Races	*EL and ADEL**
2018-19	643	98.4	92.2	0.2	0.2	58.9	0.2	98.6	0.9	
2019-20	590	99.5	94.4	0	0	65.3	0	98.3	0.7	
2020-21	414	9.9	80.4	0	0	6.5*	0	100	0	*98.8*
2021-22	415	14.7	84.6	0	0	11.3*	0	100	0	*99.3*
2022-23	528	19.1	84.5	0	0	13.8*	0	100	0	*98.9*
2023-24	515	17.3	82.3	0.2	0	14.8*	0	100	0	*99.4*
2024-25	658	20.1	96.5	0.2	0	81	0	99.4	0.2	*99.2*

*Only included students under 22 years old instead of total student population.

EPCTC serves a highly transient population. The majority of students enrolled at EPCTC are recent immigrants or newcomers to the country and who are monolingual Spanish speakers. The student population is highly mobile given the nature of the population served.

Due to the high transiency rate, the stability rate[1] of the students is lower than that of the District, and the State. The CDE developed a stability rate measure to identify the number and percent of students who receive a "full year" of learning in the same school. Though this is not an accountability measure, the stability rate report is intended to support educators and other educational partners to better understand the needs of students and to support academic and social emotional needs of students and families.

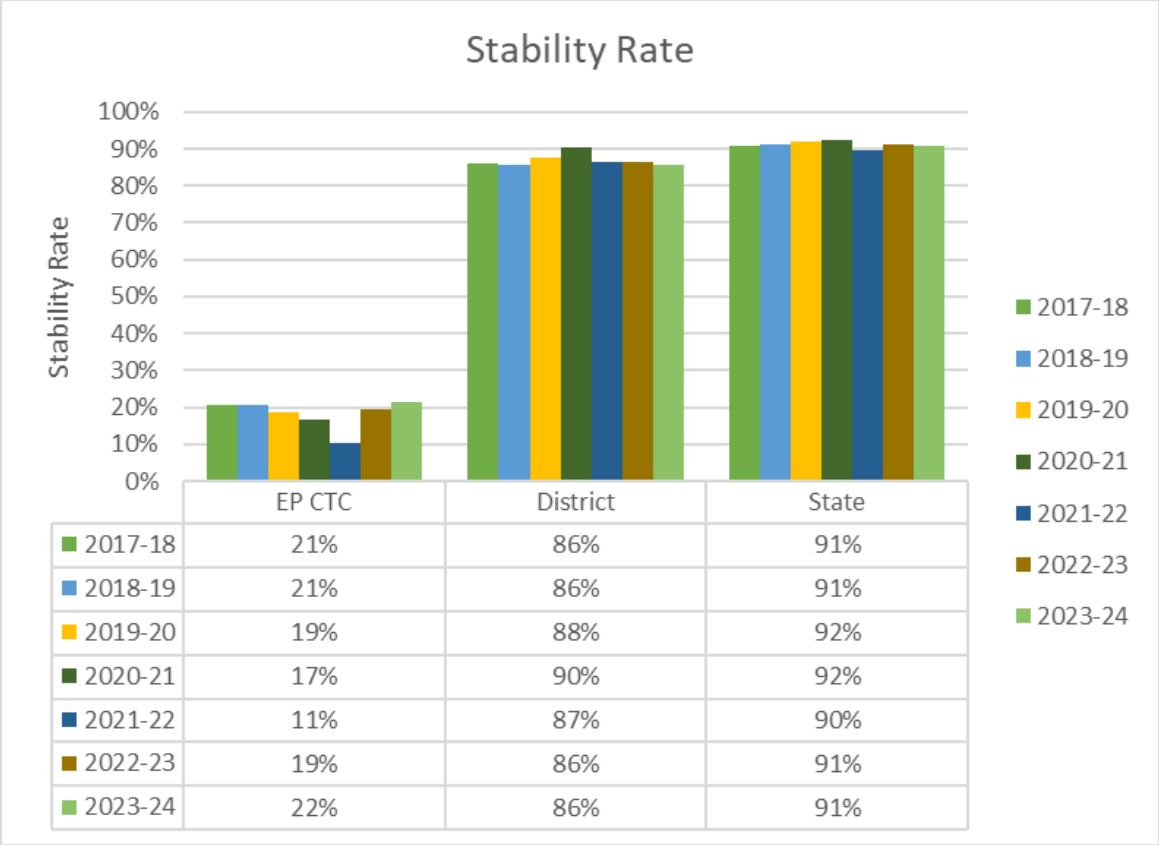
The stability rate data show that EPCTC serves a highly mobile and transient student population, with rates consistently between 11% and 22% from 2017–18 through 2023–24, compared with 86% for the District and 91% for the State. This difference underscores the unique challenges the Charter School faces in maintaining continuous enrollment throughout the school year. Because EPCTC students are low-income adults, English Learners, and mostly individuals reengaging with education after an interruption, student mobility is an expected characteristic of the population rather than an indicator of school performance. Many students enroll at EPCTC to complete credits, strengthen English proficiency, or earn a high school diploma while balancing employment, family, and other adult responsibilities, which naturally impacts year-to-year stability rates.

EPCTC has developed procedures to best serve students who enter the Charter School on a rolling basis, many of whom do not experience a full year of instruction at the same

[1] https://www.cde.ca.gov/ds/ad/srinfo.asp

school. Despite this challenge, the fact that EPCTC continues to demonstrate improvement in academic achievement with such a highly mobile population is a testimony to its commitment to serving the community. The 22% stability rate in 2023–24 represents an increase from prior years and indicates that EPCTC's efforts to improve student engagement, strengthen relationships, and provide wraparound supports are showing results. Although a low stability rate affects state accountability measures such as SBAC performance, graduation rates, and the College and Career Indicator, EPCTC's mission centers on offering accessible, high-quality education to all learners, particularly those seeking a second opportunity to achieve success.

Chart i.1: Comparison of the Stability Rate of EPCTC, the District, and the State by School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 from DataQuest



	EP CTC	District	State
2017-18	21%	86%	91%
2018-19	21%	86%	91%
2019-20	19%	88%	92%
2020-21	17%	90%	92%
2021-22	11%	87%	90%
2022-23	19%	86%	91%
2023-24	22%	86%	91%

EPCTC is proud of its accomplishments during the current charter term. EPCTC remains committed to supporting historically disadvantaged students through providing interventions and opportunities to ensure every student achieves their fullest potential. EPCTC utilizes a personalized approach to bring every student to grade level or beyond. EPCTC consistently supports students, families, and the community, to ensure students are ready for college and career (See Appendix 4 Letters of Support).

Charter Renewal Criteria

The passage of Assembly Bill 1505, effective July 1, 2020, has established renewal criteria by which the chartering authority shall consider to grant the charter for renewal. EPCTC currently meets the criteria under Dashboard Alternative Status Schools ("DASS") to be considered for approval of the renewal for a period of five (5) years. **EPCTC meets the renewal criteria under Education Code Section 47607(c)(7) and should be granted a renewal for a term of five years.**

Highlighting the Success of the 2018-2026 Charter Term

1. The Charter School has presented a **sound educational program**.

- Accrediting Commission for Schools ("ACS"), Western Association of Schools and Colleges ("WASC") granted EPCTC a Full, Six-Year Accreditation Status through June 30, 2030, with a Mid-Cycle Review during the 2026-27 school year (See Appendix 5 WASC Self-Study, Mid-Cycle Visit Committee Report, and Confirmation Letter).
- Average student-teacher ratio is 22:1 in a site-based model.
- Charter School offers personalized support to ensure students make progress toward meeting Northwest Evaluation Association's ("NWEA") Measures of Academic Progress ("MAP") growth targets.
- Curriculum is aligned with California State Standards including but not limited to, the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, remaining State Content Standards, and English Language Development ("ELD") Standards (hereinafter collectively referred to as the "State Standards").
- The Charter School has achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.
- ESUHSD, adult students, and the community as a whole have also benefited:
- The Charter School improves economic opportunity for families and the community by increasing academic achievement, high school graduation rate, and English language acquisition for low-income adult students, students of color, and their children.
- The Charter School has strong community investment in the Charter School and is supported by local partnerships.

2. The Charter School has shown that it is demonstrably likely to **successfully implement the proposed educational program**.

- The Charter School has received full accreditation by ACS WASC.
- Nearly 100% of students at the Charter School reported that they feel safe and connected to the Charter School community based on the Local Climate Survey in 2024.
- The Charter School is a diverse, 21st Century School. EPCTC's enrollment includes the following numerically significant student subgroups: 82.3% were SED students; 99.4% of students were ELs; 81% were HY; and, 100% of students were Latino.
- The Charter School provides a range of professional development opportunities

for its teachers and staff. Professional Development opportunities are paramount at EPCTC. All staff members have completed required training courses, including all mandated and legally required workshops (See Appendix 6 Mandated and Required Training Report). EPCTC's teachers work collaboratively to best serve the students at EPCTC and also learn together in focused trainings. These trainings have included and will continue to include: suicide prevention and awareness, reducing suspension, instructional strategies to promote academic engagement, instructional strategies to support homeless students, instructional strategies to support ELs, increasing academic achievement in English, history, math, and science, classroom management, de-escalation strategies, Positive Behavior Intervention and Supports ("PBIS"), Understanding by Design ("UbD"), CRESST from UCLA to improve educational systems, Positive School-wide Climate and Culture, Culturally Relevant Pedagogy, student choice and voice in the classroom, (Growth) Mindset Matters, addressing learning modalities, and the development of diversity, equity, and inclusion goals.

Teachers are offered professional development opportunities weekly to ensure the application of new concepts and successful implementation of new skills. In addition, new teachers are given additional support. Most importantly, the Charter School examines a variety of internal and external assessments to determine progress and areas of opportunities. These assessments include Smarter Balance Assessment Consortium ("SBAC"), English Language Proficiency Assessments for California ("ELPAC"), NWEA MAP, curriculum embedded assessments, attendance, behavior, and high school credits. During these data analysis sessions, the administrators, teachers, and staff analyze their students' assessment data to identify common areas of opportunity. Finally, the teachers then revise lesson plans using UbD to focus on the areas of opportunities. Administration assesses the impact of these data analysis sessions by conducting frequent classroom walk-throughs, classroom observations, and by providing meaningful feedback to teachers and staff. Teachers are encouraged to attend workshops and seminars. For example, staff may choose to attend the California Charter School Association Annual Conference, the Charter School Development Conference, the California Association for Bilingual Education, the California Teachers of English to Speakers of Other Languages, or the California Association of Teachers of English. Many staff members also participate in a variety of local and County conferences and workshops.

- The Charter School's English Learners are progressing on the ELPAC at a rate of 12% (English Learner Progress Indicator ("ELPI") – Dashboard 2024).
- The Charter School has established an effective communication and student record system. PowerSchool, EPCTC's Student Information System ("SIS") is a powerful, easy-to-use communication tool which enables students, teachers, and administrators to work together to improve student achievement. With ParentSquare (EPCTC's general broadcast system), teachers and administrators can send student-specific and general messages home whenever necessary via telephone, text message, or via electronic mail. Messages can also be sent concerning school events and emergencies, or individual communications sent to

each student concerning their school experience and attendance. EPCTC also utilizes Google Classroom, Teacher Newsletters, and its own website.

- The Charter School is an integral part of the local community. EPCTC is focused on providing students opportunities to be academically and socially emotionally successful (See Appendix 7 School Climate and Culture Calendar). Moreover, students engage and interact with the community at large through work experience, activities, and participation in events to develop school culture. EPCTC students are an integral part of the community and recognize the challenges in the world around them.

3. The Charter School is **serving all students who wish to attend**.

- EPCTC has a respected history of serving historically disadvantaged students, including "racial and ethnic pupils, special education pupils, and English Learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." The best evidence that EPCTC is serving all students who wish to attend is that it is serving these historically disadvantaged populations in numbers, on a percentage basis, which are higher than or equal to the territorial jurisdiction of the District.
- The Charter School's enrollment rate has remained constant over the last six years of the charter term with an average of 538 students enrolled each year.
- The Charter School's attendance rate has remained constant over the last seven years of the charter term with an average daily attendance rate of over 82% each year.

4. The Charter School's **petition is reasonably comprehensive**.

This charter petition is reasonably comprehensive. The petition contains reasonably comprehensive descriptions for each element and fully describes the program illustrating how EPCTC will continue to meet its goals and objectives described herein. EPCTC will continue to benefit the District by providing adult students within its jurisdiction with another great choice and expanded educational opportunity.

5. The Charter School **satisfies the academic renewal criteria** for a presumptive five-year renewal.

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607(c)(7), by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the Charter School on the State and local indicators reported on the Dashboard and applicable alternative metrics" **EPCTC is a DASS school, entitled to presumptive approval because it met the agreed upon alternative metrics.**

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard DASS schools. Each of the four tiers has unique qualifying criteria.

The three performance categories and DASS thresholds are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Presumptive renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).
- DASS – Presumptive renewal with consideration of performance on the Dashboard and applicable alternative metrics, with nonrenewal only in the event that the chartering authority finds that closure is in the best interest of students – Education Code Section 47607(c)(7).

EPCTC is a DASS school, entitled to presumptive approval because it met the agreed-upon alternative metrics.

EPCTC has been approved for the DASS program and shall comply with all applicable requirements under the state accountability system, including the Dashboard. EPCTC has been a DASS Active School since August 2024. EPCTC is currently listed as a DASS Active School by the California Department of Education**.**

The high-, middle-, and low-performing categories described above do not apply to charter schools like EPCTC, which have been approved as Dashboard Alternative Status Schools, though the law does require a review of Dashboard data. Rather, according to Education Code Section 47607(c)(7):

> In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used.
>
> The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils.

EPCTC's greatest achievements are those of its students. As detailed in the "DASS Charter School Renewal MOU Criteria" below, EPCTC has shown increases in pupil academic achievement across several indicators. These metrics include state and local indicators on the Dashboard as well as alternative metrics. Pursuant to Education Code section 47607, in preparation for charter renewals of DASS schools, EPCTC collaborated with the District and developed mutually agreed upon indicators and alternative metrics to be used for renewal criteria**.** These metrics are identified within the "DASS Charter School Renewal MOU Criteria" below. EPCTC has demonstrated based on its overall academic achievement outcomes that the Charter School is a high-performing DASS school compared to similar DASS schools in the District and communities it serves. EPCTC also exceeds county DASS schools averages as well as the State DASS schools averages for several indicators as demonstrated in the section below.

California School Dashboard

The Dashboard state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (note: the College/Career Indicator was not reported on the 2022 Dashboard)
- Academic: grades three through eight and grade eleven – English language arts/literacy and Mathematics

Dashboard Performance

CAASPP System – English Language Arts

The overall student population improved from a DFS of -64.1 points in 2018 to -61.8 points in 2024, reflecting a gain of 2.3 points. Similarly, Hispanic and Latino students, who represent the majority of the Charter School's enrollment, showed parallel progress with a 2.3-point improvement over the same period. Although data were unavailable for several years due to pandemic-related interruptions, the recovery in 2024 suggests that the Charter School successfully reestablished pre-pandemic performance levels through sustained alignment to the California Common Core State Standards and consistent instructional practices. This upward movement reflects the Charter School's strong implementation of standards-based curriculum under LCFF Priority 2: Implementation of State Standards (Conditions of Learning).

The steady performance among all students demonstrates the Charter School's instructional strength and teacher preparedness, while the small decline among socioeconomically disadvantaged students highlights the continuing challenge of addressing gaps for learners managing multiple responsibilities such as work and family. The Charter School plans to strengthen differentiated reading instruction, increase access to targeted literacy interventions, and expand teacher training focused on accelerating English Language Arts achievement. The consistent improvement in English Language Arts achievement from 2018 to 2024 exemplifies LCFF Priority 4: Student Achievement

(Pupil Outcomes), demonstrating at least one year of progress for every year of instruction and reflecting the Charter School's ongoing dedication to equitable learning outcomes supported by qualified staff and high-quality instructional materials. **EPCTC achieved measurable increases in ELA achievement from 2018 to 2024.**

Table i.2: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 English Language Arts Distance from Standard for EPCTC All Students and by Significant Subgroups from the Dashboard

English Language Arts

Student Group	2018	2019	2020	2021	2022	2023	2024
All Students	-64.1	-63.0	n/a	n/a	-150.1	*	-61.8
English Learners	-64.1	-61.8	n/a	n/a	*	*	*
Socioeconomically Disadvantaged	-60.5	-63.0	n/a	n/a	-151.7	*	-62.9
Homeless Youth	-67.7	*	n/a	n/a	*	*	*
Hispanic/Latino	-64.1	-67.3	n/a	n/a	-150.1	*	-61.8

CAASPP System - Mathematics

Mathematics ("Math") performance at the Charter School reflects an initial decline in DFS across all measured student groups over the charter term. For all students (and Latino students), the DFS decreased from -139.4 in 2018 to -193.3 in 2022 and then improved to -166.5 in 2024, a gain of 26.8 points over two years. SED students improved from 199.0 in 2022 to -161.8 in 2024, a 37.2-point increase. These results demonstrate that the Charter School's math instruction has regained momentum through targeted interventions, small-group reteaching, and consistent implementation of data-driven lessons aligned with LCFF Priority 2: Implementation of State Standards (Conditions of Learning). EPCTC's progress in mathematics reflects significant strength in supporting ELs and adult students who had previously struggled with math fluency. The next steps include increasing opportunities for individualized learning, incorporating real-world math applications, and continuing to refine standards-based instruction aligned to the California Mathematics Framework. These actions directly support LCFF Priority 4: Student Achievement (Pupil Outcomes) by advancing student proficiency through equitable and rigorous instruction. **EPCTC achieved measurable increases in Math achievement from 2022 to 2024.**

Table i.3: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Mathematics Distance from Standard for EPCTC All Students and by Significant Subgroups from the Dashboard

Mathematics

Student Group	2018	2019	2020	2021	2022	2023	2024
All Students	-139.4	-180.2	n/a	n/a	-193.3	*	-166.5
English Learners	-139.4	-178.9	n/a	n/a	*	*	*
Socioeconomically Disadvantaged	-140.0	-180.2	n/a	n/a	-199.0	*	-161.8
Homeless Youth	-147.7	*	n/a	n/a	*	*	*
Hispanic/Latino	-139.4	-174.2	n/a	n/a	-193.3	*	-166.5

English Language Progress

The English Learner Progress Indicator ("ELPI") at EPCTC has been reported in compliance with Dashboard requirements; however, the data only partially captures the EPCTC's English Learner outcomes because the state includes only students under the age of 22, which represents approximately 10% of total enrollment. Since the Charter School serves a majority adult English Learner population, the data significantly underrepresent true linguistic progress. EPCTC's English Language Development ("ELD") program integrates English acquisition with academic content learning, demonstrating full alignment to LCFF Priority 2: Implementation of State Standards (Conditions of Learning). Through daily structured ELD instruction and scaffolded support, students achieve measurable gains in listening, speaking, reading, and writing, which are evident in classroom performance and NWEA results. EPCTC continues to ensure that ELs receive equitable access to rigorous academic content while improving proficiency in English, a key measure of LCFF Priority 4: Student Achievement (Pupil Outcomes). **EPCTC remains committed to accurate reporting, the ELPI results should be interpreted with caution.**

Table i.4: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 English Language Progress for EPCTC for English Learners from the Dashboard

English Language Progress: ELPI Indicator

ELPI	2018	2019	2020	2021	2022	2023	2024	2025*
Student Count	19	*	n/a	n/a	18	48	50	59
ELPI	26.0%	*	n/a	n/a	50.0%	22.9%	12.0%	10.2%

Other Dashboard Measures

EPCTC is proud of its Graduation Rate and Suspension Rate and though the College and Career Indicator may seem low, EPCTC will demonstrate the increase of the College

Going Rate from DataQuest which is more effectual for a Charter School that serves adults.

Graduation Rate

EPCTC demonstrates significant growth in its 1-Year DASS Graduation Rate, reflecting measurable academic recovery and student persistence following pandemic-related declines. Between 2022 and 2024, the graduation rate for all students (and Latino students) rose from 51.2% to 74.3%, marking a 23.1-point increase in just two years. SED students showed a nearly identical pattern of growth, increasing from 51.3% in 2022 to 74.2% in 2024, a 22.9-point gain. This progress highlights the Charter School's success in implementing reengagement strategies, credit recovery programs, and individualized academic counseling that help adult learners complete diploma requirements. The one-year DASS measure accurately reflects the Charter School's reengagement model and mission to serve students who return to school to complete their education. The strong upward trend in graduation outcomes demonstrates fulfillment of LCFF Priority 5: Student Engagement (Engagement), showing persistence, regular attendance, and steady completion rates among adult learners.

It is important to note that the reported data represent the 1-Year DASS Graduation Rate, not the traditional cohort graduation rate used for comprehensive high schools. The DASS rate measures the percentage of students who complete high school within a single academic year, which is a more appropriate indicator for the Charter School's reengagement model serving adult credit-deficient and returning students. Therefore, the strong upward trend from 2022 to 2024 illustrates that EPCTC is effectively accelerating credit completion and reengaging students who had previously disengaged from school, reaffirming its mission to provide pathways to graduation for all learners. **EPCTC achieved measurable increases in the one-year DASS Graduation Rate from 2022 to 2024 demonstrating at least one year's progress for each year in school.**

*Table i.5: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 1-Year DASS Graduation Rate for EPCTC All Students and by Significant Subgroups from the Dashboard**

1 Year DASS Graduation Rate

Grad Rate	2018	2019	2020	2021	2022	2023	2024
All Students	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%
English Learners	79.4%	86.0%	67.6%	n/a	*	*	*
Socioeconomic Disadvantaged	83.6%	85.7%	73.3%	n/a	51.3%	61.1%	74.2%
Homeless Youth	78.3%	90.9%	*	n/a	*	*	*
Hispanic/Latino	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%

*2018-2020 and 2022-2023 are from the Dashboard Downloadable Data File. 2024 Data is from the CA Dashboard website, and 2021 data was not reported.

Suspension Rate

EPCTC continues to demonstrate its strong commitment to creating a positive, inclusive,

and student-centered learning environment, as evidenced by its consistent **0 percent suspension rate** from 2018 through 2024. This achievement represents excellence in cultivating positive behavior and relationships, reflecting LCFF Priority 6: School Climate (Engagement). The Charter School's approach emphasizes restorative practices, mutual respect, and individualized behavioral support, reducing the need for punitive discipline. The continuation of professional development focused on trauma-informed care and positive behavioral supports will help sustain this exemplary school climate while further strengthening the Charter School's capacity to support students socially and emotionally. **EPCTC has consistently maintained a 0% Suspension Rate.**

*Table i.6: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Suspension Rate for EPCTC All Students and by Significant Subgroups from the Dashboard**

Suspension Rate (CA Dashboard)

College Going Rate	2018	2019	2020	2021	2022	2023	2024
All Students	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
English Learners	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
Socioeconomic Disadvantaged	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
Homeless Youth	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
Hispanic/Latino	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%

*2020 and 2021 not released on CA Dashboard, but suspension rate continued to be released on the DataQuest Schoolwide Suspension Reports, which show 0.0% students suspended schoolwide

College and Career Indicator

EPCTC's College and Career Indicator ("CCI") demonstrates a small but positive increase from 0.0% in 2018 to 0.4% in 2024. While this metric does not fully reflect the postsecondary goals of adult learners, it demonstrates that the Charter School has made progress in expanding career pathways, dual enrollment, and workforce readiness programming aligned to LCFF Priority 7: Course Access (Conditions of Learning). The more accurate indicator of success, the College Going Rate from DataQuest, shows that the percentage of graduates enrolling in college rose from 23.5% in 2017 to 40.6% in 2023, a 17.1-point increase. This improvement underscores EPCTC's commitment to LCFF Priority 8: Student Outcomes (Pupil Outcomes), ensuring that graduates transition successfully to postsecondary education or employment. Continued partnerships with local community colleges and workforce programs will enhance these outcomes and further align instruction with career readiness goals.

The CCI was designed for traditional, comprehensive high schools, where students are typically under 18 and progress through a four-year sequence of A–G coursework, AP exams, and CTE Pathway completions. In contrast, EPCTC serves an adult learner population whose educational goals often focus on earning a high school diploma, learning English, and acquiring workforce skills rather than participating in standardized testing or college-level coursework. EPCTC does not offer AP or IB courses that define CCI "Prepared" status. Consequently, even though EPCTC provides standards-based

instruction, counseling for community college enrollment, and CTE Pathway completion opportunities, the structure of the state's CCI measure does not accurately reflect the Charter School's mission or the postsecondary readiness of its adult learners. **Though the CCI results seem like the EPCTC's students are not prepared for college or career, the College Going Rate from DataQuest demonstrates that 40% of students are prepared and attending college.**

Table i.7: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 College and Career Indicator Rate for EPCTC All Students and by Significant Subgroups from the Dashboard

College and Career Indicator (Dashboard)

CCI %	2018	2019	2020	2021	2022	2023	2024	Change from 2018 to 2025
All Students	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%
English Learner	0.0%	0.0%	0.0% *		0.0%	0.0%	0.0%	0.0%
Socioeconomic Disadvantaged	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%
Homeless Youth	0.0%	0.0% *		*	0.0%	0.0%	0.0%	0.0%
Hispanic/Latino	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%

EPCTC demonstrates notable improvement in its College Going Rate over the charter term, reflecting a growing culture of postsecondary readiness and persistence among graduates. The percentage of all students (Latino students) enrolling in college increased from 23.5% in 2017 to 40.6% in 2023, a 17.1-point gain. This progress illustrates the Charter School's success in building equitable access to postsecondary pathways through partnerships with local community colleges, culturally responsive college readiness initiatives, and individualized student planning. This steady upward trend indicates that the Charter School's emphasis on academic counseling, college awareness activities, and dual enrollment opportunities is helping students transition successfully into higher education. The same pattern is evident among SED students, whose college enrollment rose from 23.9% to 39.3%, a 15.4-point increase, demonstrating that targeted support systems and guidance counseling are effectively meeting the needs of students facing financial and social barriers. **The 17-point increase in college enrollment since 2017 demonstrates that EPCTC's long-term strategies for academic preparation and student guidance are effectively translating into postsecondary opportunity and lifelong learning.**

Table i.8: 2017, 2018, 2019, 2020, 2021, 2022, and 2023 College Going Rate for EPCTC All Students and by Significant Subgroups from DataQuest (reported in 2018 to 2024)

College Going Rate (DataQuest)

College Going Rate	2017	2018	2019	2020	2021	2022	2023	Change from 2017 to 2023
All Students	23.5%	27.0%	22.8%	10.3%	21.3%	24.1%	40.6%	17.1%
Socioeconomic Disadvantaged	23.9%	23.6%	19.6%	11.5%	20.0%	25.9%	39.3%	15.4%
Hispanic/Latino	23.5%	27.0%	22.8%	10.3%	21.3%	24.1%	40.6%	17.1%

EPCTC continues to prepare students for postsecondary success through individualized academic counseling, ELD, and workforce readiness programs. Many EPCTC graduates pursue community college coursework, vocational training, or career advancement after earning their high school diplomas, demonstrating the Charter School's effectiveness in supporting lifelong learning beyond traditional college enrollment metrics. Together, the sustained 0% suspension rate and the Charter School's focus on postsecondary readiness underscore EPCTC's holistic mission to empower students academically, socially, and professionally within a supportive and equitable learning environment.

Year-over-Year Progress

In addition to the CAASPP, EPCTC's students have been making progress on the MAP Growth in Reading and Math. EPCTC has utilized MAP Growth as verifiable data for the term of the charter.

EPCTC demonstrates consistent and measurable growth in Reading proficiency across all student groups, highlighting the success of its literacy interventions and instructional alignment. From 2018–19 to 2024–25, the percentage of all students meeting grade-level standards in Reading increased from 46% to 58%, representing an 11-point gain. SED students improved from 46% to 58%, a 13-point increase, showing strong progress among one of the Charter School's most significant subgroups. ELs (including ADELs) also demonstrated steady improvement, growing from 46% to 57%, a 12-point gain that reflects the Charter School's effective ELD strategies and targeted literacy support.

Homeless students showed the greatest improvement, increasing from 45% in 2018–19 to 58% in 2024–25, a 14-point gain that underscores EPCTC's success in serving highly mobile and vulnerable populations. Latino students, who comprise nearly the entire student body, mirrored the schoolwide pattern with an 11-point increase over the same period. These results reflect strong implementation of State Standards and ELD Standards aligned to LCFF Priority 2: Implementation of State Standards, and they demonstrate LCFF Priority 4: Student Achievement through one year or more of progress per year since 2021–22. The Charter School will deepen differentiated literacy instruction and expand targeted ELD and intervention supports so that late-entering and highly mobile learners sustain these gains. **EPCTC achieved measurable increases in ELA achievement from 2018 to 2024 demonstrating at least one year's progress for each year in school.**

Table i.9: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 NWEA MAP Reading: Met Fall to Spring Growth Target for EPCTC All Students and by Significant Subgroups

Reading

Student Group	2018-19	2019-20 (COVID)	2020-21	2021-22	2022-23	2023-24	2024-25	Change from 2018-19 to 2024-25
All Students	46%		37%	44%	43%	51%	58%	11%
SED	46%		36%	43%	43%	51%	58%	13%
EL and ADEL	46%		37%	43%	43%	50%	57%	12%
Homeless	45%		27%	50%	49%	51%	58%	14%
Latino	46%		37%	44%	43%	51%	58%	11%

EPCTC shows steady improvement in Math performance across all student groups, reflecting consistent implementation of targeted instructional supports and intervention strategies. The percentage of all students (and Latino students) meeting grade-level standards increased from 37% in 2018–19 to 43% in 2024–25, representing a 6-point gain. SED students achieved an 8-point increase, rising from 37% to 45%, while ELs (including ADELs) improved from 36% to 43%, a 7-point gain. Homeless students made one of the largest gains, improving from 36% in 2018–19 to 45% in 2024–25, an 8-point increase that underscores the EPCTC's commitment to providing equitable access to instruction and stability for transient or at-risk learners. The improvement since 2023–24 also shows that students are now making at least one year of growth per year in Math. These improvements reflect standards-aligned instruction, small-group reteaching, and individualized learning plans consistent with LCFF Priority 2: Implementation of State Standards and demonstrate progress on LCFF Priority 4: Student Achievement. The Charter School will extend math intervention time, increase real-world problem solving for adult learners, and continue collaborative data reviews to accelerate growth for newcomers. **EPCTC achieved measurable increases in Math achievement from 2018 to 2024 demonstrating at least one year's progress for each year in school.**

Table i.10: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 NWEA MAP Math: Met Fall to Spring Growth Target for EPCTC All Students and by Significant Subgroups

Math

Student Group	2018-19	2019-20 (COVID)	2020-21	2021-22	2022-23	2023-24	2024-25	Change from 2018-19 to 2024-25
All Students	37%		40%	41%	38%	30%	43%	6%
SED	37%		41%	39%	39%	29%	45%	8%
EL and ADEL	36%		40%	41%	38%	30%	43%	7%
Homeless	36%		50%	38%	56%	21%	45%	8%
Latino	37%		40%	41%	38%	30%	43%	6%

Alternative Metrics for EPCTC as a DASS School

The alternative metrics used by EPCTC were originally identified and formalized in the 2018 charter petition in collaboration with the District as part of a shared understanding that traditional accountability measures alone would not fully capture the progress and success of a continuation school and DASS school serving adult, credit deficient, and highly mobile students. Through the charter development and approval process, EPCTC and ESUHSD reached agreement on a set of outcome measures that more accurately reflect student engagement, persistence, academic growth, and credit attainment, including attendance rate, benchmark scores, credit completion, one year graduation rate, participation in feedback systems, growth on norm referenced assessments for eligible students, and increases in long term enrollment. These metrics were selected to align with the LCAP priorities while accounting for the unique enrollment patterns, instructional models, and recovery focused mission of EPCTC. Expectations for meeting each metric were clearly defined at the time of approval of the 2018 charter petition, establishing how success would be measured, which student populations would be included, and the performance thresholds that would indicate progress or attainment. EPCTC has consistently used these agreed upon metrics to monitor outcomes, reflect on implementation, and adjust practices over time, with progress reviewed annually and documented. A longitudinal reflection of EPCTC's performance relative to these alternative metrics is provided in Table i.15: Reflection on EPCTC's Progress Toward Alternative Metrics (2018–2026), which demonstrates how the Charter School has tracked, evaluated, and responded to performance trends across the charter term.

Attendance Rate

Attendance remains a strength and a success in student engagement. Over seven years the Charter School averaged more than 82% attendance, with annual rates ranging from 81.65% to 83.67%. The Charter School's annual rates ranged from a low of 81.65% in 2019–2020 to a high of 83.67% in 2020–2021, demonstrating remarkable stability even

through the COVID-19 pandemic and subsequent recovery years. This consistency, despite serving a population that often faces significant barriers to consistent attendance, including work obligations, family responsibilities, and housing instability, aligns with LCFF Priority 5: Student Engagement. EPCTC will continue to pair proactive attendance communication with access to community resources and time-flexible learning to sustain engagement.

EPCTC has developed procedures to best serve students and families who enter the Charter School on a rolling basis and many of whom do not experience a full year of instruction at the same school. This flexible model enables students to enroll and participate as their life circumstances allow, which naturally affects traditional attendance metrics. Nevertheless, the fact that EPCTC sustains an average attendance rate above 80% with a highly mobile student population is evidence of the school's commitment to meeting learners where they are. Through personalized outreach, attendance monitoring, and wraparound supports, EPCTC continues to foster engagement and connection for every student, ensuring that consistent participation remains a central part of its mission to provide accessible, high-quality education to the community. **EPCTC has averaged over 82% average daily attendance over the last seven years.**

Table i.11: EPCTC Schoolwide Attendance Rate Based on P-Annual Reports for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Annual Attendance Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	81.99%	81.65%	83.67%	81.79%	82.54%	81.91%	81.72%

Student Participation on the Local School Climate Survey

Student voice through the local climate survey shows meaningful engagement and a practical path forward. Participation averaged 63.6% across the charter term, with rates of 68% and 70% in 2020–21 and 2021–22 and 60% in 2024–25 after a temporary dip. These results indicate trust in feedback processes and inform continuous improvement actions that strengthen LCFF Priority 6: School Climate and LCFF Priority 3: Parent Involvement where outreach strategies also reach adult learners' families. EPCTC will embed brief survey prompts into class sessions and expand mobile-friendly options to increase participation among working students. The Charter School uses survey data to inform decisions about instructional practices, student support services, and school culture initiatives. The fact that EPCTC continues to receive meaningful survey participation despite serving a highly mobile and diverse population demonstrates the Charter School's commitment to inclusive decision-making and to maintaining a strong connection between students and staff. **EPCTC maintained an average of 63.6% of students participating in the annual school climate survey.**

Table i.12: EPCTC Student Survey Participation Rate Based for the School Years 2018-19 (TEN Survey), 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 (Local Climate Survey)

Student Survey Participation Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	8.5 (TEN Survey)	COVID	68%	70%	64%	56%	60%

Credit Completion

Credit completion demonstrates academic persistence and access. EPCTC students earned on average about 78% of attempted credits, with a high of 83.18% in 2022–23 and a low of 71.46% during the pandemic. These outcomes confirm that personalized pacing, credit recovery, and targeted supports are helping adult learners progress toward graduation in alignment with LCFF Priority 7: Course Access and LCFF Priority 4: Student Achievement. The Charter School will expand competency-based options and extended learning to support midyear entrants and students balancing work and family obligations. **EPCTC maintained an average of 78% of students earning and completing courses for credits that they attempted.**

Table i.13: EPCTC Course Credits Earned Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Credits Earned to Attempted Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	78.84%	71.46%	77.30%	83.15%	83.18%	80.07%	76.23%

Continuous Enrollment/Long Term Students Enrollment

EPCTC has steadily increased the percentage of students who remain continuously enrolled or identified as long-term students. Continuous enrollment shows strong retention gains with clear next steps. The percentage of long-term students grew from 19% in 2018–19 to a peak of 45.6% in 2022–23 and stabilized at 36.22% in 2024–25, averaging about 32% across the term. These improvements reflect a supportive environment, individualized pathways, and wraparound services that strengthen LCFF Priority 5: Student Engagement and LCFF Priority 6: School Climate. The Charter School will continue to expand academic advising, flexible scheduling, and stability supports that help students remain enrolled long enough to meet their goals. This upward trend reflects the Charter School's focused efforts to engage and retain students who often face life circumstances that make sustained enrollment challenging, such as employment obligations, family responsibilities, or relocation. Although student mobility remains a defining feature of the population served, the improvement in continuous enrollment illustrates a learning environment where more students are choosing to stay and complete their education. **EPCTC maintained an average of 32% of students remaining continuously enrolled long-term.**

Table i.14: EPCTC Continuous Enrollment/Long-Term Students Enrollment Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Continuous Enrollment/Long-Term Students Enrollment Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	19%	N/A	23%	34.1%	45.6%	38.47%	36.22%

Table i.15: Reflection on EPCTC's Progress Toward Alternative Metrics (2018–2026)

STUDENT OUTCOMES REFLECTION FROM 2018 TO 2026 CHARTER TERM	
Attendance Rate Status: Exceeded	**Meet or exceed an average of 75% yearly attendance**
As shown in Table i.11, EPCTC exceeded its attendance goal with an average rate of over 82% across seven years, surpassing the 75% benchmark. This consistency is a major strength that reflects a strong culture of student engagement, proactive communication, and flexible attendance supports. The success stems from staff who monitor attendance daily, provide outreach to absent students, and offer accessible class schedules for adult learners managing employment and family duties. The primary challenge continues to be addressing external barriers such as housing instability and work obligations that affect daily attendance. Next steps include deepening partnerships with local agencies to provide students with transportation and wellness resources that further remove attendance barriers. Under State Priority 1 (Basic Conditions of Learning), maintaining qualified teachers and safe facilities supports these efforts, while Priority 2 (Implementation of State Standards) ensures that instruction during attendance time remains high-quality and aligned to state expectations, maximizing learning for students who show strong persistence in attending classes.	
NWEA ELA Growth Target Status: *Exceeded*	**40% of over 19 students meet ELA Growth Report**

As demonstrated in Table i.9, EPCTC exceeded its ELA Growth Target, with 40% of students meeting their growth goals on the NWEA assessment. This result highlights the school's strength in literacy instruction, effective use of data, and ongoing professional development. Students demonstrated consistent progress in reading proficiency, improving from 46% to 58% over the charter term. The success is also attributed to teachers' collaboration and targeted instructional planning aligned to State Priority 2 (Implementation of State Standards), ensuring that literacy instruction integrates CCSS and ELD Standards. A continuing challenge involves extending this literacy growth to the remaining students who are performing below grade level, many of whom are recent immigrants with limited English exposure. The next steps include expanding one-on-one tutoring and increasing the integration of language-rich content areas, especially for advanced ELD learners. Under Priority 1, maintaining well-prepared teachers who use evidence-based literacy strategies will be essential to sustain and extend these gains.	
NWEA Math Growth Target **Status: *Partially Met***	**55% of over 19 students meet Math growth target**
Table i.10 shows that EPCTC partially met its Math Growth Target, with 55% of students achieving their growth goals. The data illustrate notable improvement since 2018, rising from 37% to 43% of students meeting grade-level standards. Strengths include the school's use of small-group reteaching, data-informed instruction, and persistent teacher collaboration. These align closely with Priority 2 (Implementation of State Standards) by ensuring that math instruction is rooted in the California Mathematics Framework and that teachers are supported in its application through ongoing professional development. The main challenge remains closing achievement gaps for English Learners and newly enrolled students who enter with significant math learning loss. The next steps involve expanding intervention blocks, integrating technology-based practice, and providing targeted teacher training on conceptual mathematics aligned to Priority 1 (Basic). By deepening these supports, EPCTC aims to ensure that all students, regardless of entry point, can make accelerated progress in math proficiency.	
Graduation Rate **Status: *Partially Met***	**80% of seniors will graduate within their senior year**

As indicated in Table i.5, EPCTC made remarkable progress in increasing its one-year DASS graduation rate from 51.2% in 2022 to 74.3% in 2024, demonstrating a 23.1-point improvement. This trend underscores the school's commitment to reengaging adult learners and guiding them toward diploma completion. The primary strength lies in flexible scheduling, individualized academic counseling, and personalized learning plans that support students facing complex life circumstances. These results align with Priority 2, showing that instruction and assessment are aligned to state standards that prepare students for graduation and post-secondary options. The challenge lies in sustaining momentum toward the 80% goal and ensuring continued support for students who struggle with attendance or credit recovery. The next steps include enhancing partnerships with community colleges, expanding access to career technical education pathways, and strengthening academic mentoring. Through these actions, EPCTC will continue to align with Priority 1, maintaining qualified staff and adequate instructional materials to ensure that all students have equitable access to complete their graduation requirements.

Student Participation on TEN Feedback Loop or School Climate Survey Status: *Partially Met*	**80% of student participation on the TEN Feedback Loop or School Climate Survey**
As presented in Table i.12, EPCTC's average student participation on the School Climate Survey was 63.6%, which, while below the 80% goal, represents meaningful engagement from students actively attending classes. A key strength is the establishment of a consistent feedback loop, allowing students to voice their opinions about school safety, connection, and instructional quality. This supports Priority 1 (Basic Conditions of Learning) by confirming that students perceive the school as a safe, inclusive environment staffed by qualified professionals. Challenges arise from the school's high mobility and adult learner demographics, which make consistent survey participation difficult. The next steps include embedding feedback opportunities into regular class sessions and using multiple digital formats to reach working students. These refinements will ensure that student perspectives continue to inform planning and strengthen schoolwide systems of support.	
Credits Completion Status: *Exceeded*	**Complete 70% of total credits attempted**
According to Table i.13, EPCTC exceeded its goal for credits completion, achieving an average rate of 78% and reaching a high of 83.18% in 2022–2023, surpassing	

the 70% target. This accomplishment highlights the school's academic rigor, flexibility, and individualized student supports. The results demonstrate alignment with Priority 2, as students successfully meet credit requirements based on courses aligned to California State Standards. A remaining challenge involves supporting students who enroll late in the term and require additional time to complete coursework. The next steps include expanding credit recovery options, using competency-based assessments, and providing extended learning opportunities. Under Priority 1, maintaining qualified staff and access to instructional resources will ensure continued success in helping students meet credit goals and accelerate progress toward graduation.	
Increase Number of Enrolled Long-Term Students **Status: *Exceeded***	**10% increase in number of continuously enrolled/long-term students**
Table i.14 shows that EPCTC exceeded its goal of increasing long-term student enrollment by 10%, achieving a rise from 19% in 2018–2019 to 36.22% in 2024–2025, with a peak of 45.6% in 2022–2023. This increase reflects the school's growing capacity to retain students through positive relationships, supportive services, and relevant coursework. The strength lies in its ability to turn a once highly transient population into one that values stability and continuity. Challenges remain in sustaining enrollment growth among students facing financial or housing instability. Next steps include enhancing academic advising and wraparound supports to maintain consistent re-enrollment. These efforts align with Priority 1 (Basic) by ensuring that students have stable access to safe facilities, qualified teachers, and the necessary materials to continue their education without interruption.	

Approving EPCTC is in the Best Interest of Students

Under Education Code Section 47607(c)(7), DASS charter schools are eligible for presumptive renewal, with consideration of performance on the Dashboard and applicable alternative metrics. Nonrenewal may occur only if the chartering authority determines that closure would be in the best interest of students. For EPCTC, the evidence overwhelmingly demonstrates that closure would not be in the best interest of its 515 students, as the Charter School provides a critical educational pathway uniquely designed to serve adult learners who are reengaging in their education after prior interruptions.

EPCTC's mission and model are centered on serving students who are predominantly Latino, socioeconomically disadvantaged, English Learners, and often experiencing homelessness, housing insecurity, or family and work obligations that make traditional programs inaccessible. While the District also authorizes a Charter School that serves younger adults between the ages of 18 and 27, EPCTC fills an equally vital but distinct role by providing flexible, individualized, and culturally responsive instruction for a broader range of adult learners, many of whom are older, parents, or working full time. The Charter School's environment offers a level of structure, care, and community engagement not typically available in larger or more traditional adult programs.

Beyond Dashboard data, EPCTC demonstrates consistent year-over-year progress in student outcomes that reflect strong alignment with LCFF Priority 4: Student Achievement and LCFF Priority 5: Student Engagement. Reading proficiency has increased by 11 percentage points and math proficiency by 6 points over the charter term, with significant gains among ELs, homeless students, and SED groups. The Charter School maintains an average attendance rate of 82%, a remarkable indicator of engagement for a highly mobile and working adult population, and a credit completion rate of 78%, supported by strong academic counseling and flexible pacing structures. These outcomes affirm EPCTC's success in closing the achievement gap for populations historically underserved by traditional schools.

EPCTC's commitment to LCFF Priority 1: Basic Services and LCFF Priority 6: School Climate is reflected in its safe, inclusive environment and its sustained 0 percent suspension rate. The Charter School's restorative and relationship-based approach fosters belonging, emotional safety, and mutual respect which are qualities essential for adult learners returning to education after prior academic setbacks. EPCTC also aligns with LCFF Priority 7: Course Access by ensuring all students receive individualized academic plans, access to standards-based coursework, and support to meet graduation and career readiness goals.

The Charter School's closure would have profound and lasting negative consequences. Approximately 515 adult students would lose access to a trusted, stable, and supportive educational setting that accommodates their work and family commitments. Many would struggle to find another program capable of providing the same level of individualized instruction, flexible scheduling, and wraparound support. For numerous students, EPCTC is not just a school; it is a community where they feel safe, respected, and empowered to reclaim their education. The loss of small class sizes, personal academic guidance, bilingual support, and targeted support services would create a severe disruption to their educational progress and diminish their opportunities for graduation and workforce advancement.

Conclusion

In accordance with Education Code Section 47607(c)(7), renewal of the EPCTC charter is in the best interest of students. EPCTC provides an essential educational environment that fosters academic recovery, social-emotional growth, and college and career readiness for adults who might otherwise remain disconnected from formal education. Renewal ensures continuity of services for 515 adult learners and preserves a proven, equitable model that aligns with California's priorities for access, engagement, and lifelong learning.

In accordance with Education Code Section 47607(c)(7), the presumptive outcome for DASS schools is charter renewal. The chartering authority may only deny renewal if it makes specific written findings, supported by evidence, that closure of the charter school would be in the best interest of students. Given the Charter School's strong academic outcomes, inclusive environment, and vital role in serving adult learners, it is

evident that closure of EPCTC would not be in the best interest of its students.

Thus, EPCTC requests a 5-year renewal term, from July 1, 2026 to June 30, 2031.

Element A: The Educational Program

The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. - Education Code Section 47605(c)(5)(A)(i)

The annual goals, for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. - Education Code Section 47605(c)(5)(A)(ii)

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admission criteria may be considered to meet college entrance requirements. - Education Code Section 47605(c)(5)(A)(iii)

Target Student Population

EPCTC typically serves 750 high school, 9-12th grade students, aged over 18:

- Students who are recent immigrants and for whom the U.S. school experience is new and intimidating. Students' primary language is Spanish.
- Out-of-school students who have not been successful in large, comprehensive high schools. Most of these students are seeking a second chance at getting an education and improving their lives, as well as their children's lives.
- Students who are working adults, holding one or more jobs to meet the Bay Area's rising living costs.
- Students who are parenting and/or head of households.
- Students who endure family separation.

Demographically, EPCTC serves a predominantly low-income, Latino community. A brief summary of pertinent demographic information is as follows:

- Ethnicity: EPCTC is 100% Latino.
- Income: approximately 96.5% of students fall under the federal poverty guidelines.
- EPCTC's students are highly mobile, sometimes having to leave school to work full-time or respond to family emergencies in their home country.
- The majority of EPCTC's students have either never attended traditional schools or were unsuccessful in traditional schools because of their unique needs.

- Students have had interrupted cycles of education in the United States and/or in their home countries.
- The majority of EPCTC students come to the school performing well below grade level in Language Arts and Mathematics.

EPCTC Student Needs

Through our extensive experience and involvement with our target population, we have been able to identify and address our students' immediate needs.

1) We recognize that all of our students need to become fluent in English. At the same time, we realize the importance of maintaining and further developing their Spanish fluency.
2) Although many of our students plan to attend college at some point, their immediate need is to acquire the skills that will help them become a productive member of the workforce.
3) We appreciate that students need a smooth transition into the new culture. Maintaining family and cultural values while adapting to the new cultural values needs to be supported by the school environment. Our students need their international perspective to be nurtured and valued.
4) Planning for the future and opening doors to new paths is important, specifically in planning and preparing for higher education and entering the workforce.
5) Their need to embark consciously and independently on a learning program that ultimately enables them to become life-long learners, productive members of society, efficient workers, and effective family members.
6) Students need flexible scheduling and enrolling options to accommodate their family and work responsibilities.
7) Student need access to free and high-quality childcare services.

Attendance: School Year and School Day

Escuela Popular will meet or exceed the instructional minutes and school days required by the California Education Code. The school year consists of 177 instructional days. Generally, the school day begins at: 8:30 A.M. and ends at: 2:00 P.M. for the morning program. On Wednesdays, students in the morning program are dismissed at 1:10 P.M. and at 12:45 P.M. on minimum days. Evening program begins at 4:15 P.M. and ends at 9:50 P.M.

Enrollment Projections

EPCTC currently serves 525 students in grades 9-12 with an enrollment of 550 students during this charter term. EPCTC has historically experienced a low stability rate, but EPCTC is committed to serving students who wish to attend the Charter School.

Table A.1: Enrollment Projections from 2026-31

Grade	Current Year	Year 1	Year 2	Year 3	Year 4	Year 5
	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
9-12 TOTAL	525	525	525	550	550	550

What it Means to be an Educated Person in The 21st Century

The knowledge, skills and competencies required to be an "educated person" in the 21st century continues to increase as our state, country, and global community evolve. the rapid shifts in industries that drive the economy require a drastically different employment force than in previous generations. The contributions made by all levels of today's workforce are measured based upon the value added to an idea, product, or service. In order to be competitive in today's job market, knowledge and capacity in more than one discipline is often necessary, whereas competence in one area was sufficient in the past. Working effectively as part of an interdisciplinary team to successfully carry out the mission of an organization is increasingly important, specifically amongst a diverse community.

Therefore, we believe an "educated person" in the 21st century is a self-motivated, competent, lifelong learner who exhibits the following traits:

RISE by being...

Responsible citizens

- who are globally aware,
- who appreciate the civic, economic, historical and cultural perspectives of diverse peoples,
- who can function in a multicultural world,
- • who are proud of their roots and personal value,
- who care for the environment.

Intellectually curious and independent learners

- who achieve academic excellence through rigorous active learning,
- who use critical thinking skills to understand and solve complex problems across disciplines,
- who are able to analyze, synthesize, and evaluate.

Sound healthy individuals

- who understand the importance of physical fitness, and the need for a lifestyle that is balanced intellectually, physically, and emotionally,
- who achieve wellbeing for themselves.

Effective bi-literate and bilingual communicators

- who can acquire information through reading and listening,
- who can write clearly and concisely,
- who can communicate ideas and thoughts in group setting and when making presentations,
- who can use academic language effectively in Spanish and English.

EPCTC believes that a well-developed academic program coupled with targeted job skills training that are offered in a nurturing learning environment both inside and outside of the classroom will help to prepare students with these skills.

How Learning Best Occurs – Instructional Design

Support with Basic Needs

Escuela Popular believes that learning best occurs when student needs are diagnosed and matched with meaningful and relevant educational strategies. Additionally, Escuela Popular meets students where they are academically and linguistically. In light of the school's target student population, Escuela Popular believes that English Learners are capable of achieving the highest academic standards where students learn English without having to sacrifice content or their native language. Students are provided with additional resources, to eliminate barriers, such as free childcare, transportation, flexible scheduling, open enrollment, parent education, nutrition classes, health & wellness electives, medical van, immigrant rights resources, DACA support, citizenship application support, FAFSA application support, AB540 application support, and advocacy support.

Broad Curriculum Content

Escuela Popular follows an accelerated and sequenced ELD curriculum that prepares students for high school core classes aligned to Common Core State Standards. Our instruction is designed using the Backwards Mapping, Understanding by Design, approach to teaching. Embedded in our curriculum are critical thinking, writing, speaking, collaboration, and technology skills to provide a rigorous high school education.

Our teachers utilize formative and summative assessments, adopted from Dylan William's Assessment for Learning techniques and strategies. Escuela Popular provides a safe learning environment that promotes and prepares students for college & career readiness through a robust academic counseling program that offers college admissions support, financial aid application completion & submission, AB540 applications, college entrance placement exam guidance, college campus visits, and individualized class scheduling.

Curriculum

Curriculum plays a vital role in any educational program. Quality curriculum needs to be culturally relevant, aligned to State Standards, and current in both delivery and instructional methods. (See Appendix 8 Course Descriptions/Scope and Sequence/Curriculum Maps.) All of the instructional materials and resources mentioned are subject to be changed as the educational partners will need to play an active role in reviewing and advising the Executive Director and the Board on the purchase of instructional materials and resources needed.

Table A.2: Instructional Materials (Subject to Change)

Core Curriculum Area	Textbooks and instructional materials/year of adoption
English Language Arts/English Language Development	Side By Side Plus Level 1-3 Steven Molinsky (2018) Visions Language, Literature, Content Book A (Heinle Cengage Learning 2004) Visions Language, Literature, Content Book B (Heinle Cengage Learning 2004) Edge Fundamentals A-C 2014 (New adoption) (Cengage) Longman Keystone Book B (Pearson Education 2008) Keys to Learning (Pearson Education 2005) Animal Farm Parrot in the Oven Narrative of Frederick Douglas For Colored Girls Night I Know Why the Caged Bird Sings Diary of Anne Frank The Pearl The Circuit The Glass Menagerie Breaking Through And the Earth Did Not Devour Him Macbeth Our Town Chicana Falsa Poems of Pablo Neruda Who's Irish Newsela Pro NoRedInk Readworks Google Classroom G-suite

Mathematics	Pre-Algebra; Malloy, Price, et al.; Glencoe McGraw Hill; 2003, Columbus, Ohio Elementary and Intermediate Algebra (A Combined Course); Charles P. McKeague; Thomson Brooks/Cole; 2004, Belmont, CA Geometry; Siegfried Haenisch; AGS; 2001, USA Integrated Mathematics, Kanold, Timothy, Houghton Mifflin Hardcourt Company, 2015 Big Ideas Math. Integrated Mathematics I, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics II, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics III, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Khan Academy Teacher-created Material
Science	Conceptual Integrated Science Explorations, Hewitt, Lyons, Suchocki, Yeh (Pearson Education) Biology, Miller, and Levine (Pearson, 2019) Practice Book for Conceptual Integrated Science
History-Social Science	New Ways of Thinking EMC Publishing (2007) American Government Magruder's Prentice Hall (2002) Modern World History (Patterns and Interaction) Holt McDougal (Houghton Mifflin) (2012) The Americans (Reconstruction to the 21st Century) Holt McDougal (Houghton Mifflin) (2012) Voices of Freedom 4th Edition (Pearson Education 2012) (adopted 2001)

World (Foreign) Language	El español para nosotros: Curso para Hispano hablantes Level 1(McGraw-Hill) TEMAS (adopted 2014)
Health/Physical Education	Health Education Framework for CA Public Schools, K-12, 2021 Health Education Content Standards for CA Public Schools, K-12, 2008 Physical Education Framework for CA Public Schools, K-12, 2009 Physical Education Model Education Standards for CA Public Schools, K-12, 2005
Visual and Performing Arts	CA Arts Education Framework for Public Schools, PK-12, 2020 Visual and Performing Arts Content Standards, K-12, 2019
Career Technical Education	CTE Framework for CA Public School, 7-12, 2007 CTE Model Curriculum Standards for CA Public Schools, 7-12, 2013 Basic Computer Skills - Google Applications

Description of Instructional Approaches and Strategies

EPCTC is achieving its mission by implementing strategically selected practices, concepts, and models. The design of this charter school is based upon the collection of best practices and experiences of the founding members, who have over 75 years of experience and training working with this target population. In addition, EPCTC draws upon the expertise of the CTC staff to co-develop relevant, engaging job skills courses that complement the academic program and provide the target population with the skills and habits they need to enter a highly skilled workforce. Below are the core practices, concepts, and models that EPCTC employs.

Intensive English Language Development Accompanied with Formative and Summative Assessments

Many of EPCTC's students are native Spanish speakers with a great need for intensive English language development. Therefore, the curriculum calls for pre-literacy intensive English instruction, where students are routinely assessed on English language development and grouped based upon their language proficiency. As their proficiency develops, multiple content areas such as Social Studies and Sciences, are introduced

with primary language support.

Performance-Based Learning and Skills
Teachers provide students with opportunities to engage in authentic and meaningful tasks that are essential to applying the skills needed in the workforce and career readiness. Technology skills (job skills) learned spiral through all academic core classes. Performance tasks assigned incorporate the skills the students have learned in technology classes and core academic classes, providing a relevant and authentic application. These culminating performance tasks provide relevance to the students as well as help them hone their job skills through the use of technology. Performance tasks could include:

- Interviews, debates, role plays, persuasive writing,
- Culminating oral personal education reflection task (PER),
- Developing a business plan in economics,
- Writing and designing a publication that advocates for a particular policy initiative,
- Engage in debates related to current and relevant topics.

Newcomer Center Model
Many of the students served by EPCTC are recent immigrants who are attending school in this country for the first-time. They are newcomers to the U.S. culture and often are not familiar with the codes of power needed to be successful in school or in this country. Therefore, EPCTC seeks to provide a nurturing environment that is flexible and sensitive to these needs; which incorporates life skills to navigate the new society and access appropriate resources. On-site referral services, academic counseling, advocacy on issues such as immigration, housing, workplace rights, and civil rights are provided to address issues outside the classroom that may prevent students from learning.

EPCTC seeks to eliminate barriers by taking a holistic approach to supporting students in school providing resources in the following: VTA bus passes, no-cost childcare, morning and evening classes, academic counseling that takes into account previous education.

Description of Learning Setting

Family Learning Center Model
Escuela Popular regards family involvement and support as essential to students' academic success. EPCTC involves the whole family in the learning experience. Many parents attending EPCTC have children attending EPAFLC. These parents, who need to learn English and obtain their high school diploma, become students alongside their children. Home becomes a place of learners. Parents are able to support their children's education because they can better relate to their children's learning experience. Between EPAFLC and EPCTC, the grade levels served allow for entire families to attend as students. In addition, EPCTC provides its students with high quality no-cost childcare.

Small Learning Communities Through a School-Within-School Model
Students learn best in small nurturing environment where they are known well, treated as individuals, and their backgrounds are honored. Small learning environments allow for

stronger bonds/relationships amongst students and teachers, where students can receive individualized attention.

Description of Program Aligned to School's Mission and Vision
Vision: Escuela Popular educates to transform lives.

Mission: Our family learning center believes that teaching is an act of love through which learning is reciprocal. We develop bilingual, bicultural students fully prepared to continue onto higher education and empowered to pursue their goals in a global society.

As a family learning center, Escuela Popular's mission is to provide all students with the opportunity to engage in purposeful, stimulating, and enriched educational experiences to meet their basic needs and to go beyond them. Through the Escuela Popular/Center for Training and Careers, Family Learning Center, adults and families are served as well.

- Escuela Popular is committed to community improvement by fostering pride in learning and student leadership.
- Escuela Popular believes educated individuals raise the standard of living and quality of life for their families and the community as a whole.
- Escuela Popular challenges the whole school community (students, parents, guardians, families, teachers, staff, administrators, and community members) to believe in their dreams and to make their dreams a reality. EPCTC provides the tools to enable them to build on their strengths and overcome obstacles so they may rise above the expectations the outside world has had for them and that they have had for themselves.
- Escuela Popular believes that teaching is an act of love, and that life-long learning empowers all human beings.

The overall vision of EPCTC is to empower the community through education. EPCTC is a Transitional Kindergarten to 12th grade family learning center that serves entire families in conjunction with EPCTC's Over 19 Academy. We are committed to providing meaningful learning experiences in a small school setting to ensure that we are impacting the lives of every student. We seek to enable students to become self-motivated, competent, and lifelong learners. We are a community school with quality age-appropriate academies in a school within a school model. EPCTC is open extended hours to accommodate the academic and non-academic needs of its students. The Charter School focuses on preparing students to master the State Standards and to pursue higher education opportunities.

Core Values:

- **Love:** We believe teaching is an act of love; therefore, we work to liberate and empower participants for self-determination. Love is an inward development of compassion and the capacity to believe unconditionally in self and others. Such love transforms lives.
- **Emotional Wellness:** We strive to take care of ourselves physically and mentally to teach and learn from a foundation of confidence and emotional strength. This

leads to a lifestyle that is positive and balanced intellectually, physically, and emotionally.

- **Respect:** Our community of students, parents, and staff practices mutual respect and will feel affirmed in spite of any differences in education, economic background, language, culture, age, learning style, and lifestyle on a deep level of friendship.
- **Collaboration:** We are committed to nurturing an environment of respect and collaboration, which enriches teamwork, sharing responsibilities, collective problem solving, and building on each other's strengths. We continue to build healthy and strong relationships through open dialogue.
- **Constructivist Learning:** Since we believe teaching is an act of love, we meet our students where they are and differentiate our engagement with them accordingly. We will learn and build upon our students' prior knowledge and intuition.
- **Safe and Organized Learning Environment:** We create a learning environment where equity is highly valued so participants feel safe to express themselves, take risks in learning, and trust that their voices will be heard. As equal participants, students and staff should take ownership in contributing to a school culture that is organized, responsive and well prepared.
- **Success:** Success is the short and long-term transformation of individual's experience as they continually evolve into lifelong bilingual learners who achieve well-being for themselves, their families, and community.

EPCTC is committed to providing meaningful learning experiences in a small school setting to ensure an impact within the lives of every student. EPCTC is a community school with quality age-appropriate academies in a School-Within-School model. EPCTC is open extended hours to accommodate the academic and non- academic needs of its students. EPCTC is focused on preparing its students to master the State Standards, pursue higher education opportunities and/or career opportunities.

Means to achieve mission and vision

EPCTC is achieving its mission and vision by implementing the following practices, concepts, and models. The design of this charter school is based upon the collection of the best practices and experience of the founding members who have over 100 years of experience and training working with this target population. We feel that learning best occurs when student needs are diagnosed and matched with meaningful and relevant educational strategies.

Educational Philosophy

The educational philosophy at EPCTC is driven by the knowledge that all students, if given adequate support from a community school, are capable of succeeding in college, career, and life. It is with that optimism and with research-based strategies on improving student achievement that the Charter School's educational program is designed. The Charter School mission and vision drive everything at EPCTC, from school culture to the academic program.

Description of Curriculum Aligned to Student Performance Standards

EPCTC is a welcoming and safe environment for all students, which develops relevant curriculum partnered with performance tasks; and aligned with the appropriate standard based on the course subject, as a key to building on the students' strengths and bringing relevance to their studies. EPCTC also believes that the everyday learning experiences for all students should be authentic and relevant to their lives. Interdisciplinary units help students connect everyday experiences with learning and serve to better prepare students for college and careers. EPCTC also strongly stresses the development of bilingual/biliterate students. EPCTC emphasizes life-long learning and prepares students to attend college or directly enter the workforce.

EPCTC has aligned its learning outcomes to the Common Core State Standards, Next Generation Science Standards, California English Language Development Standards, and College & Career Readiness Standards. EPCTC believes that assessment informs practice, and continually reflects upon its curriculum and instruction to ensure that students exceed standards.

EPCTC attempts to diagnose and discover the academic strength and level of each student and build individual academic plans that are appropriate to their needs. EPCTC focuses upon:

- intensive English language development instruction with conceptual and primary language support (Spanish)
- continuous and routine assessment of English language development
- student responsive scheduling based on academic level
- individualized academic plans
- college and workforce preparation
- upon achieving an emerging level of English language development, then transitioning to multiple disciplinary studies.
- developing bilingual and bi-cultural students

EPCTC's goal is to provide all over 18 students with the opportunity to engage in purposeful, stimulating, and career enhancing educational experiences to meet their basic needs and go beyond, in addition to the following:

- EPCTC will treat all students as gifted and talented. Differentiate instruction to fully develop student talents, recognizing their varied learning styles.
- EPCTC will be led by the instructional leaders of the organization and will be responsive to student needs by developing a shared decision-making process that is focused around student needs.
- EPCTC is committed to community improvement by fostering pride in learning and student leadership. The school believes that educated individuals raise the standard of living and quality of life of their families and the community as whole. The goal is to develop and prepare all students, faculty and staff to participate actively in the community.
- The goal is to teach students to dream and achieve their dreams through education.

Plan to Support Students Not Meeting Pupil Outcomes

Teachers regularly monitor student progress. Escuela Popular regularly monitors student progress. Teachers regularly administer assessments, such as NWEA MAP, SBAC, ELPAC, PFT and other applicable external and internal assessments, to identify students who may be academically low-achieving or at-promise at the beginning of the year and on regular cycles throughout the year. Those students performing significantly below grade level have access to the following opportunities:

- **Summer school:** Courses are offered during the summer session to focus on the areas of reading, writing, listening, and speaking during a 4-6 week session.
- **Math Lab:** This class is designed to address students' current level and development in pre- core math standards. Teachers provide individualized instruction for students in order to prepare students for core Math courses, at the students' pace of learning.
- **Outside of Classroom Support:** Teachers provide support after school, before school, using online tools, and during school breaks to individual students. Additional support assists students with reaching a level of understanding and mastery to be promoted next level of learning.
- **Additional Tutoring:** Tutoring periods are established within the school day to support students in the areas of Math and English.
- **Foundational skills support and instruction:** These are necessary and important components of any reading program so that students may become proficient and fluent readers. The skills include phonological awareness that ranges from phonemic awareness, the ability to detect and manipulate individual sounds within words, syllables within words, words within sentences and rhymes. Many nonreaders hear sounds but are unaware of the individual phonemes
- **10-Week Interval and performance-based course scheduling:** Students are scheduled in courses appropriate to their reading, writing, speaking, and listening levels, students needing additional time to focus on specific standards have the opportunity to retake and/or receive additional instruction before moving to the next level, as needed by the student.
- **Small Class Sizes:** Teacher to student ratio is small, when compared to comprehensive schools, at times as low as 10 to 1 ratio, allowing more time for individualized instruction.
- **Bilingual Staff (Spanish) to support with conceptual understandings:** Bilingual staff provides support in primary language to teach concepts and understandings, then transferring the learning to English. Students not reaching the standards often have success in learning it in their primary language to expedite their learning in English.
- **Lexile leveled assigned texts:** Teachers have available student's individual Lexile levels which allows for individualized reading assignments and practice to engage students in reading assignments that are within the students reading range for maximum potential to improve reading comprehension and vocabulary.

Additionally, students have access to academic counseling support where they receive guidance and support on fulfilling their academic plan and graduation requirements. There is on-going communication to support students who are not meeting their student

outcomes.

Instructional Design and Strategies Based Upon Successful Practice or Research

In meeting these students' needs, we have seen an increase in academic success.

1) Our teaching methods are inspired by "popular education" as defined by Paulo Freire. The concept of popular education is based upon serving students by identifying basic needs and building on their strengths while providing instruction that is relevant to their lives. EPCTC assesses its students to find out where they are when they come to EPCTC and then begin to direct their education to higher levels of learning. For example, most of the student population requires intensive ESL, Literacy, and Math classes in their first year with EPCTC. As their English proficiency and Literacy levels increase, students are able to meet the challenges of other core subjects, such as the social sciences and natural sciences. EPCTC also places emphasis on dual language instruction so that our students become biliterate. Spanish is the source of knowledge used to accelerate our students' academic progress.
2) EPCTC regards family involvement and support as essential to students' academic success. EPCTC involves the entire family in the learning experience. Parents in EPCTC will often have siblings and children attending Escuela Popular. Home becomes a place of learners. Parents and children reinforce each other's education because they can better relate to each other's learning experience.
3) Most of the staff at EPCTC is reflective of the student body. Many have faced similar obstacles as those faced by its students. The curriculum and school culture are familiar to the culture of the students. In this manner, EPCTC is able to provide a smooth transition into the new culture. Codes of power that exist in the U.S. are explicitly taught to its students.
4) EPCTC engages students in activities that nurture freedom, a sense of well-being, and a consciousness that with the right attitude they can undertake any challenge and be successful. Students are challenged to dream and to work towards the accomplishment of those dreams.

Based on this educational design, EPCTC students may spend 1-3 years developing their English language proficiency. EPCTC students begin at a reading level equivalent to the third grade and through the access high level instruction and support they are able to understand rich literature such as Macbeth, Don Quixote, and Animal Farm.

Credit Recovery

A Counselor meets with each high school student each year. The Counselor monitors the grades of all students each semester. If a student is credit deficient, the Counselor conferences with the student and educational rights holder to develop a plan for the student for credit recovery. Students may recover credits by reenrolling in the class the following year or during summer school. The Counselor monitors all students taking credit recovery courses monthly and reports the student's progress to the Principal, the educational rights holder, and the student. If a student fails to make progress the following month, the Counselor conferences with the student and educational rights

holder to review the plan for credit recovery and make necessary adjustments to the student's schedule.

Dual Enrollment

EPCTC offers an opportunity for students to participate in a dual enrollment program with San Jose City College. College courses provide students with college credits. Students receive a transcript from San Jose City College upon request. (See Appendix 9 Dual Enrollment Agreement.)

Accreditation and Transferability of Courses

EPCTC received a six-year Western Association of Schools and Colleges accreditation which affirms the quality and credibility of its academic program. Additionally, A-G approved courses support alignment with California college entrance requirements. Together, WASC accreditation and A-G approval ensure that courses offered at EPCTC are transferable to other public high schools and meet UC/CSU eligibility standards. During the initial enrollment process, Orientation, and through individual meetings with the counselor, and students, EPCTC informs students about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. If a student is transferring into EPCTC and the transfer might result in an inability to obtain the credits needed to graduate, EPCTC will advise the students about credit recovery options and what is required to meet graduation requirements. EPCTC will explain which course requirements the student is missing and suggest avenues by which the necessary credits can be obtained. In addition, students can find this information in the Student and Family Handbook (See Appendix 10).

Professional Development

Comprehensive professional development is imperative to the success of our teachers in effectively teaching students. (See Appendix 11 Collaborative Meeting Schedule.) EPCTC has developed a strong professional development plan to support and address the needs of teachers to ensure that the highest quality instruction and support is offered to the students. The primary areas of focus for professional development include understanding the mission and vision of the Charter School, implementing best practices to ensure college and career readiness, school safety, standards-based curriculum and differentiated instruction, supporting all students including EL, SED, SWD, interventions, SEL, data analysis, family partnerships and participating in shared decision making including contributing to key critical planning documents LCAP, WASC, etc.).

The following topics below will be covered in PD sessions during the charter term, including but not limited to academics and governance.

Table A.3: Professional Development Sessions (Subject to Change)

Category	Examples
EPCTC	School Mission/Vision Core Values Community School Bilingual, Biliterate, Bicultural Students Employee Handbook Teacher Evaluation Student Information System
New Teacher	School Mission/Vision Clear Learning Objectives Instructional Strategies Curriculum and Lesson Design Developmental Pacing Guides
Pedagogical	Understanding the "Whole Child/Student" Developing Resilience and Hardiness Zone of Proximal Learning Waldorf Inspired Teaching Strategies (TK-1) Language Acquisition Culturally Responsive Pedagogy Translanguaging/Bilingual Education ELD Standards Additional training in methods and strategies will be conducted based on student needs.
Student Support	Developing Community and Families as Partners Classroom Management Student Engagement/Motivation/Achievement Positive Behavior Interventions and Supports Designated and Integrated ELD High Achieving Student Strategies Effective Use and Integration of Technology School Climate and Culture Social Emotional Learning Effective Instructional Practices College and Career Readiness Differentiated Instruction Perspectives of Inclusion Multi-Tiered System of Supports Response to Instruction and Intervention Student Success Team Process Special Education: legal timelines, SELPA policies, Instructional Strategies for working with SWD LGBTQ Cultural Competency Training
Standards	ELD/ELA Framework Fidelity to the Curriculum Alignment to State Standards and Frameworks

Assessments	State: CAASPP, CAST, CAA, ELPAC, etc. High School: PSAT, AP, SAT, ACT NWEA MAP Growth DIBELS
Data	Using Data to Inform Instruction Analyzing Data to Determine Students' Needs
Safety	Mandated Trainings Comprehensive School Safety Plan Health and Safety Policies and Procedures School Operations, Policies and Protocols

Annual Goals and Actions in the State Priorities

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the State Priorities" in Element B of the charter for a reasonably comprehensive description of the Charter School's annual goals to be achieved in the State Priorities, schoolwide and for all numerically significant pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii) and 47605(c)(5)(B)).

Academic Calendar and Schedules

EPCTC will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction (See Appendix 12 Instructional Minutes Certification):

(A) To pupils in grades 9 to 12, inclusive, 64,800 minutes.

Table A.4: Bell Schedules (Subject to Change

CTC Bell Schedules

CTC AM High School
2025-2026 Bell Schedules
Monday, Tuesday, Thursday, Friday Bell Schedule

Start Time	End Time	Description
8:30 AM	9:20 AM	Period 1
9:20 AM	9:30 AM	Brunch
9:30 AM	9:35 AM	Passing
9:35 AM	10:25 AM	Period 2
10:25 AM	10:30 AM	Passing
10:30 AM	11:20 AM	Period 3
11:20 AM	11:25 AM	Passing
11:25 AM	12:25 PM	Period 4/ Silent Reading
12:25 PM	12:55 PM	Lunch
12:55 PM	1:00 PM	Passing
1:00 PM	1:55 PM	Period 5
1:55 PM	2:00 PM	Passing
2:00 PM	3:00 PM	Period 6

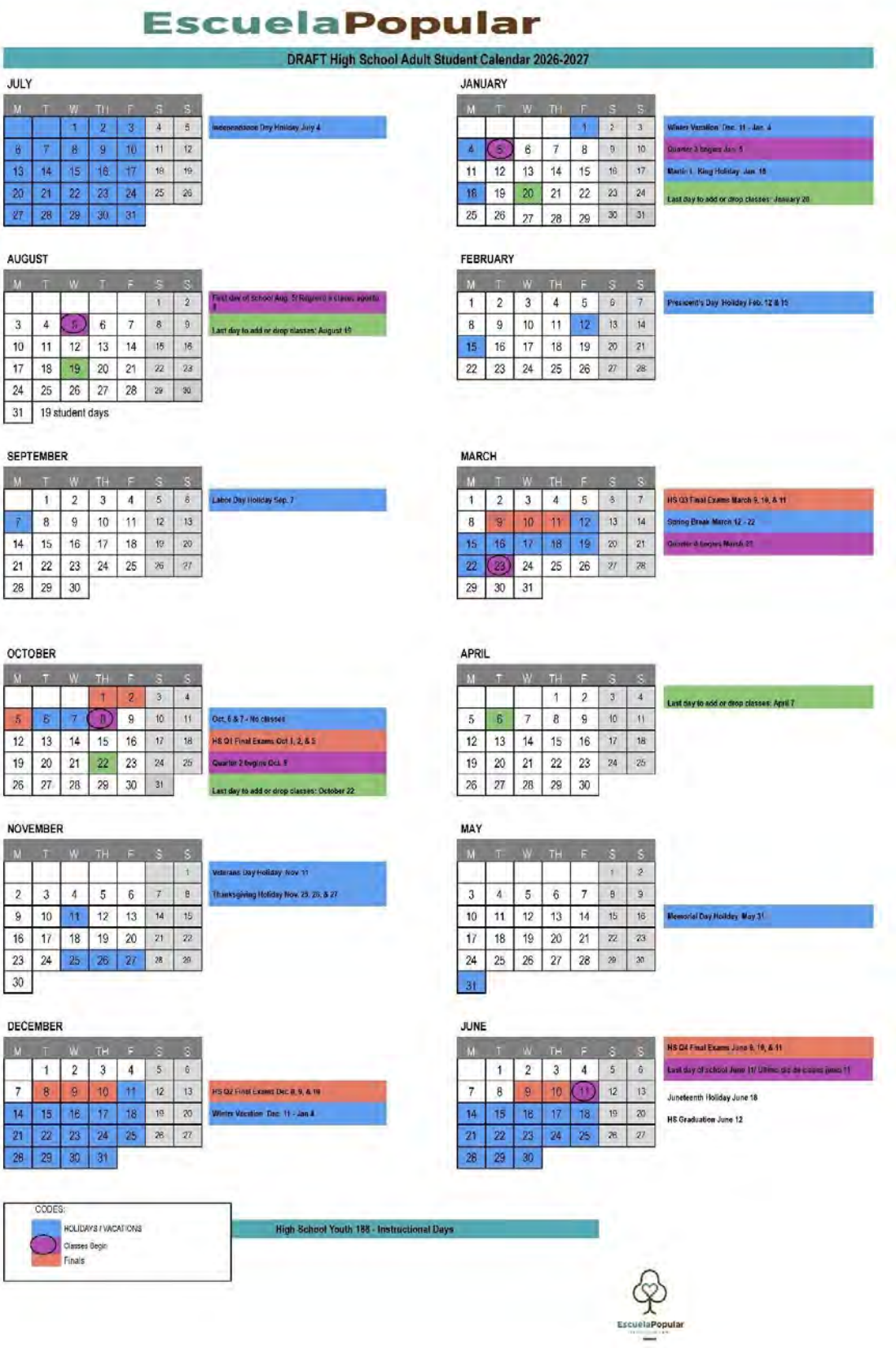
CTC AM High School
2025-2026 Bell Schedules
Wednesday Bell Schedule

Start Time	End Time	Description
8:30 AM	9:10 AM	Period 1
9:10 AM	9:20 AM	Brunch
9:20 AM	9:25 AM	Passing
9:25 AM	10:05 AM	Period 2
10:05 AM	10:10 AM	Passing
10:10 AM	10:55 AM	Period 3
10:55 AM	11:00 AM	Passing
11:00 AM	11:45 PM	Period 4
11:45 PM	11:50 PM	Passing
11:50 PM	12:35 PM	Period 5
12:35 PM	1:05 PM	Lunch
1:05 PM	1:10 PM	Passing
1:10 PM	3:00 PM	Period 6

CTC PM High School
2025-2026 Bell Schedules
Monday - Friday

Start Time	End Time	Description
4:15 PM	5:10 PM	Period 1
5:10 PM	5:20 PM	Break
5:20 PM	5:25 PM	Passing
5:25 PM	6:15 PM	Period 2
6:15 PM	6:20 PM	Passing
6:20 PM	7:25 PM	Period 3/Silent Reading
7:25 PM	7:55 PM	Lunch
7:55 PM	8:00 PM	Passing
8:00 PM	8:50 PM	Period 4
8:50 PM	8:55 PM	Passing
8:55 PM	9:45 PM	Period 5
9:45 PM	9:50 PM	Passing
9:50 PM	10:45 PM	Period 6

Table A.5: 2025-26 EPCTC School Calendar (Subject to Change)



Supporting Special Populations

EPCTC is an inclusive charter school and offers services for all students in special populations. This includes, but is not limited to, socioeconomically disadvantaged students; students who are identified as EL; students who are identified as RFEP; students who are Homeless or Foster Youth; and students who receive Special Education services. EPCTC serves all students with an Individualized Education Program ("IEP"), regardless of their eligibility. EPCTC will follow the applicable regulations of the ESEA. The students who are identified as EL will receive daily instruction in ELD in addition to teachers using Specially Designed Academic Instruction in English ("SDAIE") strategies including accessing prior knowledge, cooperative learning, hands-on instruction, student communication, explicit vocabulary instruction, multicultural education and checking for understanding.

Students are most successful when there is a cooperative effort between the students and Charter School personnel with a commitment to and clear agreements regarding shared responsibility. EPCTC has developed time in the professional development calendar for teachers to evaluate data and to plan strategically to support all learners. Instruction is differentiated according to learning styles, strengths, abilities, and interests to support all learners. Students receive actionable and timely feedback, which empowers them to achieve by building on what they know. All students will receive a rigorous, standards-based, and experiential learning experience. Teachers provide additional differentiated instruction. Students who experience problems with academic achievement or who demonstrate the need for behavior support will be referred to services by the Student Support Services office or the Student Study Team ("SST") for further discussion regarding interventions.

EPCTC maintains a culture of high expectations for all students. EPCTC believes that all students can achieve high standards, regardless of their strengths and challenges, and, therefore, all students should be offered opportunities to engage in and succeed with a rigorous curriculum.

Multi-Tiered System of Supports and Response to Instruction and Intervention is a comprehensive framework designed to ensure the academic, behavioral, and social success of all students. By integrating State Standards with differentiated and student-centered learning, MTSS addresses individualized student needs through an alignment of systems that promote success. California's long-standing history of support systems includes Response to Instruction and Intervention ("RtI²") processes, Special Education services, Title I and Title III programs, services for English Learners, and those in gifted and talented programs. MTSS builds on these foundations by driving systemic change through intentional design and redesign of services, enabling rapid identification, and matching of student needs with appropriate interventions.

[2]

While both MTSS and RtI² share similar goals, MTSS encompasses a broader and more comprehensive scope. RtI² focuses primarily on students who are struggling and emphasizes teamwork and data-driven decision-making to improve student outcomes. In contrast, MTSS seeks to align all systems, initiatives, and resources across the Charter School and grade levels. It systematically supports all students, including gifted and academically high-achieving students, by integrating services in a way that sets higher expectations for every student. Unlike RtI², which emphasizes specific interventions for struggling students, MTSS promotes universal supports such as UbD strategies to ensure all students benefit from differentiated instruction and opportunities for success.

MTSS integrates instructional and intervention supports with a focus on long-term systemic change, ensuring sustainability and alignment with State Standards. It challenges school staff to adopt innovative practices across all school settings, promoting collaboration and high expectations for all students. MTSS does not influence special education placement decisions but instead focuses on supporting all students in educational contexts through intentional and holistic design.

MTSS incorporates many of RtI²'s principles, such as high-quality, research-based instruction that values cultural and linguistic relevance. Both frameworks rely on universal screening, diagnostic assessments, and progress monitoring to inform tiered interventions. They also emphasize positive behavioral supports, collaborative problem

[2] California Department of Education. "California SUMS Initiative: Multi-Tiered System of Support." California Department of Education, https://www.cde.ca.gov/ci/cr/ri/. Accessed 24 Jan. 2025.

solving, and data-driven practices to improve student outcomes. MTSS expands upon these shared principles by embedding them into a broader system designed to serve the needs of every student, ensuring equity and inclusivity in education.

This comprehensive approach positions MTSS as a powerful framework for fostering academic, social, and behavioral growth while addressing the diverse needs of students.3

Student Study Team Process

The Student Study Team is a positive schoolwide early intervention process to support students who are not making satisfactory academic, behavioral, and/or social progress. EPCTC sets up an SST, which is comprised of students, teachers, administrators, and other professionals, as appropriate. The SST meets regularly to highlight a student's strengths upon which a plan for improvement can be based. The SST designs a practical support plan that all team members agree to implement. Follow-up meetings will take place to monitor student progress with the interventions in place. The SST may determine to refer a student for special education evaluation or may monitor the students through the SST protocol based on the student's need.

SST Protocol

Step 1. The Charter School personnel (teacher, support staff, administrator) or the student or educational rights holder requests a referral to the SST. This referral includes information regarding specific concerns and prior interventions and accommodations. The student and educational rights holder are contacted and informed of the referral.

Step 2. The team members review and collect information relevant to the student's performance. This information could include information provided in student's cumulative file, educational rights holder/teacher/administrator observations, grade reports, formative assessments, homework, attendance, educational rights holder, and student information regarding the student's academic and health history, teacher reports, results of state academic assessments, and a list of prior interventions.

Step 3. The team establishes a meeting time when all members can participate and be actively involved in the problem-solving process. A translator is provided if needed.

Step 4. The SST meeting representatives summarize strengths, concerns, discuss, and develop an action plan with academic or behavioral interventions. Modified interventions are then documented and monitored for success. The team brings: 1) completed evaluation forms; 2) relevant work samples; 3) list of interventions attempted; 4) and the student's cumulative file.

Step 5. If the plan is unsuccessful, a follow-up meeting is held within 4-6 weeks to discuss alternatives for accommodations and interventions. The SST process may be repeated. If the revised plan remains unsuccessful, the student may qualify for more structured modifications or a Section 504 Plan. An unsuccessful SST process could lead to a

[3] California Department of Education. "California's Multi-Tiered System of Support (MTSS)." *California Department of Education*, 2020, https://www.cde.ca.gov/ci/cr/ri/. Accessed 24 Jan. 2025.

determination or qualification for Special Education.

All throughout the SST process, clear lines of communication are in place between EPCTC administration, staff, students, and special education staff (as appropriate) as the SST process is implemented.

Supporting Academically Low-Achieving Students
EPCTC is designed to respond to and support the needs of students who come to the Charter School achieving below their potential. Our school size, community supports, and educational program allow us to readily identify and target low-achieving students and provide them with the support they may need to succeed. Students and teachers regularly check student progress, and the following process is followed.

Assessment
All EPCTC students participate in and benefit from an academically rigorous and standards-based curriculum. Academically low-achieving students are identified by meeting any of the following criteria performs at least two (2) grades below grade level, does not meet standards on state testing, answers sixty percent (60%) or more incorrectly on school benchmarks or multiple measures assessments, and fails to demonstrate a minimum of one year of academic growth in reading, writing, and/or math during each year. Academically low-achieving students are identified by teachers, who notify the students and refer them for interventions.

Interventions
EPCTC takes a systematic approach to closing the achievement gap by allocating multiple resources to academically low-performing students. EPCTC teachers will address the needs of academically low-achieving students in the following manner:

After-School Tutoring
Students who are identified as academically low-achieving in reading or math are strongly encouraged to enroll in after-school tutoring. These sessions are taught by trained tutors who provide students with extra time to complete their regular coursework and receive additional assistance to develop English and math skills. Students receive support with study and time management skills. In addition, academically low-achieving students at the high school level benefit from the opportunity to complete homework assignments in a quiet environment with support as needed from teachers.

Additional Staff Support Time for Students
Classroom teachers are available before and after-school for small groups or individual review sessions. Academically low-achieving students are encouraged to attend these sessions on a weekly basis. In meeting with students, teachers may reteach material, provide additional support for completing assignments, provide additional individualized instruction, and/or offer alternative assessments.

Teaching Learning Communities
During weekly meetings, and during informal daily collaboration time, teachers meet and discuss individual progress of academically low-achieving students. The discussions focus on tracking progress, identifying areas of need, and effective intervention strategies.

Progress Monitoring
EPCTC is also committed to monitoring the progress of academically low-achieving students as part of prevention and interventions. As part of the MTSS, EPCTC will utilize RtI and will monitor the progress of each academically low-achieving student through the following processes:

In the MTSS and RtI² frameworks, Tiers 1, 2, and 3 provide a structured approach to supporting students based on their individual needs, with progress monitoring integral to each tier.

Tier 1 – Universal and Core Instruction: represents high-quality, standards-aligned instruction for all students in the general education setting. This tier includes differentiated teaching, positive behavioral supports, and frequent assessments to ensure that at least 80-90% of students can succeed without additional intervention. Universal screening and regular progress monitoring at this level help identify students who may need additional support. Small group instruction and individualized differentiation are used at this level.

As part of the Tier 1 foundation, all students receive interventions in the classroom. Data mined from benchmarks, DIBELS assessments, MAP Growth assessments, previous year ELPAC and SBAC assessments are used to determine students' strengths and challenges. During core classes, students will receive individualized instruction and activities to strengthen their progress toward standards mastery. The differentiated instruction and work will allow all students to access both the curriculum and core content at various academic levels. A student's specific need may change as interventions are put into place, which is why EPCTC will utilize progress monitoring to adjust the interventions to assure standard mastery. Students will also take part in small group instruction during this time, and work both individually and collaboratively, depending on the assignment or the activity.

Tier 2 – Strategic Intervention: targets students who require additional help beyond Tier 1. These students, typically about 10-15% of the population, receive small-group interventions tailored to their specific needs, such as supplemental instruction in literacy, math, or behavior. At this level, progress monitoring occurs more frequently to evaluate the effectiveness of interventions and adjust strategies as needed.

Through a small group setting, standard and concept specific lessons will be administered. Teachers will be able to observe and assess students, both formally and informally, and differentiate as needed. Strategic intervention allows students to practice and develop skills. On-going benchmark and progress monitoring will be used to adjust interventions. Tier 2 groupings are flexible and can be changed, as necessary. The groupings' fluidity allows for students making progress to assess out of this tier, while

other students can participate if warranted.

Tier 3 – Intensive Intervention: is the most intensive level of support, designed for the 1-5% of students who need individualized, specialized interventions due to significant academic, behavioral, or social challenges. Progress monitoring at this tier is even more frequent and detailed, allowing teachers to closely track individual progress, refine interventions, and determine next steps. Across all tiers, progress monitoring ensures that instruction and interventions are data-driven and responsive, providing every student with the support necessary for success.

Intensive intervention allows students to receive explicit instruction and focus on only one skill until proficient and prepared to move on. Highly flexible grouping will allow teachers to reorganize students, including multiage grouping when appropriate.

Student progress is monitored on an ongoing basis through a combination of teacher observation, checklists, classroom assessments, intervention assessments, and benchmark assessments to determine the effectiveness of interventions. Student progress is communicated to the student and educational rights holder every six (6) weeks. If after the intervention session, the strategies in place are deemed unsuccessful, the intervention will be adjusted for the next six (6) weeks. If the student continues to not make adequate progress they will be referred to the SST process.

Supporting Academically High-Achieving Students

The mission of EPCTC is to ensure all students are bilingual and bicultural students, fully prepared to continue on to higher education and empowered to pursue their goals in a global society. Teachers are prepared to provide additional challenges for academically high-achieving students. Teachers are taught how to extend student learning by doing pre-assessments of concepts/skills previously mastered and students are able to engage in and share the products of accelerated learning activities, such as PowerPoint/Google Sheet presentations, independent projects or projects with peers who have similar interests.

Assessment

The counselor will identify academically high-achieving students by collecting data from existing sources, such as, the cumulative record, CAASPP data, quarterly benchmark results, grades, and interviews with advisors.

EPCTC's counselor will identify academically high-achieving students from varying linguistic, economic, and cultural backgrounds. These students will have the opportunity to participate in dual enrollment courses and other student leadership roles such as president of a club or captain of a team. The administrator and later counselor will be responsible for keeping academically high-achieving students abreast of specialized programs and extracurricular activities.

Throughout the school year, evidence of learning is collected and showcased to share the deeper and broader understanding and application of content.

Enrichment

EPCTC will provide growth and enrichment opportunities for excellence for students who demonstrate an ability to achieve beyond their grade level. The Charter School is committed to providing academically high-achieving students with opportunities to study the curriculum in more depth and to extend their proficiency by utilizing higher order thinking skills. Teachers will use differentiated instructional strategies to provide challenging assignments to academically high-achieving students to further develop their originality, creativity, and uniqueness.

EPCTC encourages academically high-achieving students to become leaders in student government, tutoring younger students, running events such as committee member, fundraisers in support of nonprofit organizations, emceeing events, becoming ambassadors for Charter School tours, or representing EPCTC at community events and functions. Academically high-achieving students may also compete in school contests and competitions, and work with the Principal to form other activities to engage all of their peers in maintaining a strong, positive EPCTC community.

Flexible academic groupings within and out of the classroom, along with the extracurricular enrichment opportunities, are designed and implemented to fully serve academically high-achieving students as well as students working toward academic success. EPCTC teachers provide a qualitatively differentiated curriculum that stresses higher order thinking, concept learning, and cross-curricular study grounded in academic content standards to prepare for CAASPP testing, to promote brain development, and to engage learners at all levels.

Web Projects

Web projects provide students opportunities to independently research topics of their interest that are closely linked to an area of study in which the rest of the class is participating. Teachers will provide guidelines and web resources for such projects. The teacher also gives the student the rubric for the assessment of such projects. All students will have access to a Chromebook to explore and research such projects.

Small Group Research Projects

Teachers can arrange for a group of high-performing, self-directed students to work together exploring a topic. Students assign themselves roles such as report writer, PowerPoint creator, or group facilitator. Each student will specialize in one area of expertise. The teacher will build in class time for these academically high-achieving students to work on their research project when the other students may be practicing skills the small group has already mastered or working independently. The teacher will schedule a time for this group to present the research project to the class and present it to other classes and outside audiences as well. Such activities by students encourage cooperative learning among academically high-achieving students and raises expectations for all students.

Independent Projects
Students may also research a topic based on that student's own inquiry or based on the curriculum in the classroom. Teachers support students with learning to access resources from a variety of sources. The independent project may be completed in the form of a report written by the student, a PowerPoint/Google presentation, a video, or another product showcasing the knowledge gained.

Supporting Socioeconomically Disadvantaged Students
The majority of EPCTC students are socioeconomically disadvantaged students, therefore, the educational program has been specifically designed to ensure that the EPCTC mission is fulfilled. The priorities to serve SED students include providing support to succeed even though they may have socioeconomic challenges and prior lack of access to educational opportunities. The goal is to close the achievement gap. As a community school, EPCTC provides wraparound services. EPCTC offers additional supports to ensure students have access to instruction by providing school uniforms, meals, backpacks, school supplies, and counseling. These services help remove barriers to learning and create a supportive environment for students. Finally, EPCTC's collaboration with community and nonprofit organizations addresses a wide range of needs for students and families. These services include resources which provide access to food, healthcare, housing assistance, legal support for immigration issues, tutoring, and counseling services. EPCTC provides daily meals to students, every day including early release days. All students are provided with a Chromebook and a wi-fi hotspot if needed to close the digital divide. Students are provided with technological support for the equipment. Students may attend the after-school program with is open from 7:30 AM to 6:00 PM for free every day the Charter School is in session and for 30 days during school breaks. Students have opportunities to participate in extracurricular activities like sports, clubs, and organizations that they may not otherwise be able to previously participate in due to lack of transportation, access, and cost. Students attend field trips. EPCTC provides workshops for families on important issues related to parenting and education. Funds are allocated to ensure all students have access to all opportunities.

Supporting the Social Emotional Needs of Students
In addition to a powerful commitment to SEL and the work that the Student Support Services department has been doing to support the social emotional needs of students, EPCTC is dedicated to building a community of learners who respect one another and take responsibility for a path toward their future college or career ambitions. In order to support each student's path, EPCTC implements positive reinforcement to teach important life skills while allowing students to build community with their peers.

Students will regularly be acknowledged for demonstrating the Charter School's values and making good choices. There are a variety of ways in which students receive positive reinforcement through EPCTC's strong PBIS program.

Supporting Homeless and Foster Youth
EPCTC recognizes the importance of providing homeless and foster youth with a supportive educational environment. In response to their needs, EPCTC will work closely

with Santa Clara County agencies in identifying and monitoring homeless and foster youth who enroll. EPCTC will coordinate with the Department of Family and Children's Services to account for the Charter School's foster population. EPCTC also verifies all students who attended school in California through CALPADS to recognize all students who were homeless or in foster care. EPCTC will seek to develop strong relationships with child welfare agency staff, meeting frequently with personnel at child welfare agencies to discuss aligned goals and strategies for serving foster youth. EPCTC cultivates a respectful school culture, in which foster youth can feel secure in approaching adults on campus regarding difficulties in accessing resources, or for general counseling and guidance. Foster youth with specific needs that cannot be met on campus will be referred to local partner resources that are gratis to the student whenever possible. Additionally, these youths will have full access to all programs offered by EPCTC.

EPCTC follows the identification, enrollment, and continued support procedures as outlined by the McKinney-Vento Act and detailed in its Homeless and Foster Youth Policy. EPCTC has a Homeless Liaison who provides outreach to families and coordinates services between the family and other agencies. EPCTC includes a Student Residency Questionnaire at enrollment to determine eligibility for families under the McKinney-Vento Homeless Assistance Act. The Charter School is committed to providing a high-quality education with all supports necessary to ensure that HY have the opportunity to succeed. In order to help HY, the Homeless Liaison will assist in procuring referrals to health, dental, mental health, substance abuse services, housing services, and any other appropriate services. The Homeless Liaison will assist the student themselves to enroll, obtain necessary immunizations or immunization records. The Homeless Liaison will inform the student of educational and related opportunities to assist them in becoming academically successful.

With reservation funds for homeless education, EPCTC provides an individual device, internet access, transportation to and from school (bus passes or gas cards), clothing, shoes, laundry supplies, food, toiletries, school supplies, field trips, social emotional counseling, academic support, a mentor, tutoring, and a backpack with school supplies. EPCTC also provides a quiet space to work for HY. Specifically for high school activities, EPCTC covers fees for caps and gowns and ensures fee waivers to apply for college or university. In order to ensure that the students have access to the entire high school experience, EPCTC also covers the cost of admission to games, formal ball, and field trips.

Supporting English Learners

To address the significant academic needs of EL students, all of the major components of EPCTC's instructional program have been carefully designed to promote the academic and social success of ELs. Some of English Learners' needs and challenges include learning academic content and transitioning to a new culture and community. English Learners are a diverse group of students with varying backgrounds, experiences, cultural contexts, academic proficiencies, and levels of English proficiency. The same can be said of newcomers who may enroll at EPCTC (English Learners arriving in the U.S. as defined in Section 7011(5) of Title 20 of the United States Codes as "immigrant children and

youth"), who will experience many of the same challenges as other ELs but whose English proficiency is often lower than other ELs.

The Charter School is prepared to meet the needs of ELs, Long-Term English Learners ("LTELs") or ELs at Risk of Becoming Long-Term EL ("AR-LTELs"). EPCTC's bilingual program, SDAIE strategies, integrated and designated ELD instructional strategies, and integration of LTELs in the rigorous classroom environment are all research-based strategies for supporting LTELs. For example, a comprehensive study of LTEL students recommended practices for schools to support ELD and general academic success for LTELs, such as: "clustered placement in rigorous grade-level content classes mixed with English proficient students and taught with differentiated SDAIE strategies."[4]

EPCTC will meet all applicable legal requirements for ELs, including long-term English Learners or ELs at risk of becoming LTELs, as they pertain to annual notification to students, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students.

EPCTC believes that ELs are capable of achieving the highest academic standards in a well-designed program where students learn English without having to sacrifice content or their native language. EPCTC has developed a bilingual program that needs to truly be bilingual where at least two languages are mastered by all students. Cognitively, research shows that students who are proficient in more than one language outperform monolingual students on tasks that call for divergent thinking, pattern recognition, and problem solving. Students are able to continue their development of both languages through grade 12, equipping them with a high level of language proficiency in two or more languages. EPCTC feels that this model is very appropriate for students because the majority are monolingual native Spanish speakers, and the instruction builds upon their language skills. EPCTC recruits, trains and retains bilingual teachers who share the Charter School's philosophy and are dedicated to being successful with ELs who comprise the majority of the neighborhood community.

Identification of English Learners

In order to identify students who are ELs in a timely fashion and to provide appropriate instructional support and services, all students will be required to complete a Home Language Survey upon enrollment at the Charter School, if it is the first California public school in which they enroll. (Education Code Section 52164.1. Students who indicate that their home language is other than English will be assessed using the ELPAC assessment aligned to the California ELD Standards if they have not previously been identified as an English learner by a California public school or if there is no record of prior ELPAC test results. EPCTC also verifies every student new to the Charter School on CALPADS to access relevant EL data to ensure proper placement in designated ELD.

[4] Olson, Laurie. "A Closer Look at Long Term English Learners: A Focus on New Directions," In the STARlight, Issue 7. December 2010.

English Language Proficiency Assessment

All students who are identified as ELs will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment ("SA")

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. For ELs within EPCTC's grade span, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows throughout the school year.

The IA testing window is year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is determined by the CDE. It is expected to be a four-month window after January 1 (for example, February 1–May 31). The English language proficiency of all currently enrolled ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all students of its responsibility for ELPAC testing and of

ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

The English language proficiency of all currently enrolled English learners, including newcomers and LTELs, will be assessed in accordance with the test contractor's directions and Education Code guidelines. Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP. For EL students who have IEPs, EPCTC will ensure that linguistically appropriate IEPs are developed, including the components required by Education Code Section 56345(b).

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Educational rights holder and student opinion and consultation, achieved through notice to students of the language reclassification and placement including a description of the reclassification process and the student's opportunity to participate, and encouragement of the participation of students and educational rights holder in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. This could include SBAC scores, NWEA MAP assessment data, grade in English and other core classes, and other empirical data.

Table A.6: Reclassification Criteria

Escuela Popular Charter Schools Reclassification Criteria

CA Education Code Section 313	Criteria 1 *Assessment of English language proficiency, using an objective assessment instrument, including, but not limited to, the state test of English language development*	Criteria 2 *Teacher evaluation, including, but not limited to, a review of the student's curriculum mastery*		Criteria 3 *Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age*	
9-10	Overall Performance Level of Well Developed (level 4) and Oral and Written Language Performance Levels at least Moderately Developed (level 3) on the Summative ELPAC	The student must earn grades of C or better in all areas and Meets or Exceeds Criteria on Oral Language (TOOL)	The English/language arts teacher must recommend the student for reclassification to fluent based on the student's ability to demonstrate curriculum mastery and English language proficiency.	NWEA MAP Reading Assessment	Meets or Exceeds Grade Level Expectations (see NWEA MAP Reading "Instructional Level Expectations for Reading") NWEA Reading Student Achievement Norms
11-12	Same as Above	Same as Above	Same as Above	NWEA MAP Reading Assessment	Meets or Exceeds Grade Level Expectations (see NWEA MAP Reading "Instructional Level Expectations for Reading") NWEA Reading Student Achievement Norms
Special Education	If deemed appropriate by the IEP Team, English Learners may be assessed with the NWEA and Adelante Benchmark as an alternative assessment to the ELPAC to determine English proficiency levels. If the teacher(s) and the IEP team determine that an EL with an IEP would benefit from EL reclassification, but the student's disability prevents	Same as Above	Same as Above	NWEA MAP Reading Assessment	The IEP team will determine eligibility for reclassification using the student's classroom performance information based on his/her IEP goals for ELD and all literacy domains (reading, writing, listening/receptive language, speaking/expressive language. The IEP team will evaluate and determine if a student has met the basic skills in Oral, Reading, Writing, and Listening. The IEP team will consider teacher input, proficiency in Basic Skills, and the
	him/her from meeting the above criteria the IEP team will determine eligibility for reclassification using the student's classroom performance information based on his/her IEP goals for ELD and all literacy domains (reading, writing, listening/receptive language, speaking/expressive language				Alternative Assessment if a student is unable to participate in the ELPAC.

Educational Program for English Language Acquisition

In addition to the major program design features at EPCTC that support students who are English learners, teachers at EPCTC will employ the following specific strategies in their classrooms: (notably, these strategies are beneficial for all students, not just English Learners)

Six Key Strategies for Teachers of English Learners[5]

1. Vocabulary and Language Development
   - Teachers will introduce new concepts by discussing vocabulary words key to that concept.
   - Teachers will build on a student's background knowledge and cultural background.

[5] Adapted from Alliance for Excellent Education. (December 2005). Case study on the New Teacher Center, University of California at Santa Cruz; and Project GLAD (Guided Language Acquisition Design).

- Classrooms will reflect a language-rich environment (i.e., language charts, shared reading and writing experiences, and other writing displayed throughout the room and used daily by students).

2. Guided Interaction (collaborative learning)
   - Teachers will structure lessons so that students work together to understand what they read—by listening, speaking, reading, and writing collaboratively about the academic concepts in the text.
   - Teachers will provide students with opportunities to negotiate meaning from language and text and to work in cooperative pairs or groups to develop problem solving and social skills.
   - Teachers will group students flexibly, at times working in heterogeneous groups and at times not.

3. Metacognition and Authentic Assessment
   - Rather than having students simply memorize information, teachers will model and explicitly teach thinking skills (metacognition) crucial to learning new concepts.
   - Teachers will use a variety of activities to check for student understanding, acknowledging that students learning a second language need a variety of ways to demonstrate their understanding of concepts that are not wholly reliant on advanced language skills.
   - Teachers will “make thinking public,” the metacognitive aspect of teachers and students modeling how an answer was arrived at, not merely what the correct answer was.

4. Explicit Instruction
   - Teachers will utilize direct teaching methods to teach concepts, academic language, reading comprehension strategies, text patterns, vocabulary, writing patterns, and decoding skills needed to complete classroom tasks.

5. Meaning-Based Context and Universal Themes
   - Teachers will incorporate meaningful references from the students’ everyday lives and use them as springboards to interest them in academic concepts.
   - Teachers will create classroom environments that provide authentic opportunities for the use of academic language.
   - Teachers will provide students with opportunities to activate and focus prior knowledge via inquiry charts, brainstorming, and clustering.

6. Modeling, Graphic Organizers, and Visuals
   - Teachers will regularly utilize a variety of visual aids, graphic organizers (such as Thinking Maps), pictures, diagrams, summaries, and charts to help English learners easily recognize essential information and its relationship to supporting ideas.

Specially Designed Academic Instruction in English

Instruction using SDAIE is grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English learners. The teachers at EPCTC will engage in the following practices to support universal access of subject matter content for all students[6]:

- During lesson planning and preparation, teachers will identify lesson objectives aligned with State Standards.
- Teachers will link new content to students' background experiences and introduce unfamiliar vocabulary to facilitate comprehension.
- Teachers will use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers will provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note-taking.
- Teachers will provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner, and group projects.
- Teachers will provide students with regular opportunities to use new language skills in context.
- Teachers will pace lessons to appropriately allow for the participation and active engagement of all students.
- Teachers will utilize language-based as well as content-based assessments.

Integrated and Designated ELD Instruction

EL Students will receive both Integrated ELD instruction and Designated ELD instruction at EPCTC.

Integrated ELD

At EPCTC, teachers in all core content areas will integrate the ELD components of the core curriculum text and develop language forms and functions while developing core content knowledge. Teachers in ELA will integrate ELD in the ELA Curriculum as described in the CDE's ELA/ELD Framework. In addition, ELs will also receive designated ELD during a dedicated period daily.

Designated ELD

The designated ELD program at EPCTC is designed to build skills in each of the language domains. It engages students in reading, writing, listening, speaking, and language. Lessons emphasize effective, research-based strategies shown to improve overall reading abilities with scaffolds to meet the different levels of English language proficiency. Individual, small group, and whole-class instruction is personalized based on formative assessments.

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[6] Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

Monitoring and Evaluation of EL Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:
Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.

- Monitoring teacher qualifications.
- Monitoring the use of appropriate instructional strategies based on student achievement data.
- Monitoring student identification and placement.
- Monitoring program choice options.
- Monitoring availability of adequate resources.

Monitoring English Learner Progress

The teachers will monitor ELs progress through ELD folders and collect work samples to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage four times a year. Teachers provide quarterly progress reports to students on the growth in English Proficiency. Staff will monitor RFEP students for a minimum of four years. The Principal will maintain a list of students who are identified as ELs with ELPAC, CAASPP, enrollment in public schools in the United States, and reclassification data. EPCTC also maintains data regarding grade progression, benchmark scores, and promotion to next grade with standard mastery.

Each EL has an ELD Folder to track academic progress. EPCTC will maintain ELD information including Home Language Survey, ELPAC results, Reclassification Forms, and Years 1-4 monitoring forms. EPCTC will provide intervention to students who score Standard Not Met or Standard Nearly Met in ELA and math on the CAASPP.

Supporting Students with Disabilities

EPCTC supports all students with disabilities (See Appendix 13 SEIS Report of Students and Services Provided) until their 22nd birthday. As adult students they hold their own educational rights unless they have an educational rights holder. EPCTC will provide designated services to SWD based on their IEP through an onsite staff member who holds the appropriate credential or by a qualified outsourced educational service provider. Students are offered a continuum of services in the least restrictive environment based on that student's progress toward meeting their IEP goals. As a student enters EPCTC, a 30-day IEP is held to define the present levels of functioning and services to be provided. Special attention is given to transition plans as part of the student's IEP. As students transition to middle school, high school and college or career, the EPCTC staff works directly with the student and their family to develop transition plans and goals. Progress toward English language proficiency for SWD and who are also ELs are monitored by the IEP team. The IEP team may determine if reclassification is appropriate for the students following a review of reclassification criteria and the student's progress toward IEP goals. Students with disabilities will receive instruction or monitoring based on that student's IEP goals. EPCTC is committed to providing a continuum of services in the least restrictive environment.

Overview

The Charter School shall comply with all applicable state and federal laws in serving SWD, including, but not limited to, Section 504, the ADA, and the IDEA.

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter ("EDCOE") Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a).

The Charter School has included a letter of good standing from EDCOE (See Appendix 14 EDCOE SELPA Letter of Good Standing). As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and services (e.g., Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors (See Appendix 15 Special Education Service Provider Contracts).

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all SWD (See Appendix 16 Facility Inspection Tool).

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A Section 504 team will be assembled by the Principal or designee and shall include the educational rights holder, the student, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The Section 504 team will review the student's existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate.

If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the Section 504 team, which will evaluate the nature of the student's disability and the

impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The Section 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the student in their primary language along and educational rights holder with the procedural safeguards available to them. If during the evaluation, the Section 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the Section 504 team.

If the student is found by the Section 504 team to have a disability under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the Section 504 Plan, the Section 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All Section 504 team participants, students, educational rights holder, teachers, and any other participants in the student's education, including substitutes and tutors, should have access to a copy of each student's Section 504 Plan. The Principal or designee will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that they review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

The following description regarding how special education and related services shall be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in

the Charter Petition and is not binding on the District. The specific manner in which special education and related services shall be provided and funded shall be set forth in an agreement, delineating the respective responsibilities of the Charter School and the SELPA.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and complaints and maintaining the confidentiality of student records.

The Charter School agrees to promptly respond to all SELPA or District inquiries, to comply with reasonable directives from the SELPA or the District, and to allow the SELPA or the District access to Charter School students, staff, facilities, equipment, and records as required or imposed by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in District or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have,

or may have, such exceptional needs. A student shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments
The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain student or educational rights holder consent to assess Charter School students.

IEP Meetings
The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student; the student's educational rights holder; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of procedural rights.

IEP Development
The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services, and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation
The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide students with timely reports on their progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials,

classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students
The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the student and educational rights holder, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the student and educational rights holder and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the students, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies
The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination
It is understood and agreed that all students shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

Concerns and Complaints
The Charter School shall adopt policies for responding to student concerns or complaints related to special education services. The Charter School shall receive any concerns raised by students regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the student concern or complaint.

Due Process Hearings
The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the student files for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation
The Charter School understands that it shall represent itself at all SELPA meetings.

Funding
The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Element B: Measurable Student Outcomes

The measurable pupil outcomes identified for use by the charter school "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. - Education Code Section 47605(c)(5)(B)

Outcomes Aligned to State Standards
EPCTC student outcomes are aligned to the State Standards and California content standards, and the State Priorities to provide adult students with a relevant, challenging, and authentic learning experience in education.

Measurable Exit Outcomes of Academic Skills and Non-Academics

Table B.1: Measurable Exit Outcomes

Discipline Outcomes	Evaluation
English Language Arts: Students will have strong reading, writing, listening, speaking, and presentation skills. Students will be able to effectively communicate ideas, opinions, and information orally and in writing. Analytical and critical thinking skills are an integral part of the classroom practice	• NWEA MAP Reading Test • ELPAC • Writing Rubrics • Portfolios • Credit Completion • Oral Presentation Rubrics
Mathematics: Students will develop abilities to reason logically, and learn and apply mathematical concepts in abstract and real-life situations, including those within algebra, geometry, trigonometry, prealgebra, calculus, and other mathematical subjects, which the staff and board deem appropriate.	• NWEA MAP Math Test • Credit Completion
Social Studies: Students will apply and understand civic responsibilities and outside of their communities. Students will have civic, historical, economic, and geographical knowledge of diverse cultures and	• Credit Completion • Debate Rubric • Completion of a Business Plan

peoples throughout the world.	
Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts from various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and earth sciences.	• Credit Completion • Laboratory Rubric • Laboratory Journal
World Language: Students will gain proficiency in speaking, reading, writing, and listening comprehension in at least more than one language. Students will understand key aspects of the culture, both past and present, of the target language.	• Credit Completion • Oral Presentation Rubrics • Portfolios
Art: Students will be able to analyze art elements and principles of design. Students will prepare a portfolio of original two-and three-dimensional works of art that reflects refined craftsmanship and technical skills.	• Credit Completion • Art Portfolio
Physical Education: Students will Demonstrate competency in two or more skills in health-related fitness activities such as running, stretching, and walking. Students will Understand and apply nutrition to support a healthy lifestyle.	• Credit Completion • Physical Fitness Test (PFT)
English Language Development: Students will be able to Have collaborative discussions on social and academic topics. Students will be able to speak, listen, read, and write literary and informational texts to determine how meaning is conveyed explicitly and implicitly through language.	• Credit Completion • ELPAC • NWEA MAP Reading Test • Oral Presentation Rubrics • Journals
Life-Long Learning Skills: Students will be able to utilize study skills, self-management and effective work habits, Students will be able to plan, initiate, and complete a project in an academic environment and in the community.	• Attendance rate • Credit Completion • GPA

Social/Interpersonal Skills: Students will demonstrate competency conflict resolution and cooperative learning.	• Attendance • GPA • Credit Completion • Participation in school activities' • Behavioral Referrals
College and Career Skills: Students will demonstrate skills to assist them in today's workforce and society such as, perform basic health procedures, develop a resume, perform in job interview, use a variety of soft and hardware, apply and attend college.	• Completion of Health • Education • Job Readiness Portfolio • Alumni Tracking • Google Classroom Tracking

Concise List of Specific Exit Outcomes & Skills

Table B.2: Specific Exit Outcomes and Skills

Discipline	Exit Outcomes and Skills
English Language Arts	• Write a descriptive, argumentative essay on controversial issue, explanatory, response to literature, narrative, reflective, personal statement, formal academic summary essays • Oral presentations on a biographical narrative, controversial issue to persuade, dramatic monologue on ethnicity and gender, recite a poem, and on an analysis of a media advertisement • Analyze and respond to selected poems • Debate on a controversial issue • Read, synthesize, and respond to adopted full-length novels
Science	• Asking questions and defining problems • Developing and using models • Planning and carrying out investigations • Analyzing and interoperating data • Using mathematics and computational thinking • Constructing explanations and designing solutions • Engaging in argument from evidence • Obtaining, evaluation, and communicating information

	• Applying the scientific method
Mathematics	• Perform basic arithmetic functions (i.e., balance a budget) • Perform basics of algebra and integrated mathematics • Use variables in expressions and equations • Graph linear equations • Understand systems of equations and inequalities • Solve word problems related to quadratic and linear equations (algebraically, and graphically), and solve linear and quadratic systems • Determine and apply transformations in graphs • Identify parts of a graph • Solve word problems related to angles in reference to trigonometric • functions: sine, cosine, tangent • Performance-based tasks aligned to the SBAC
Social Studies	• Compare and contrast important periods in history • Engage in current-event and multimedia projects to explore issues • Write an evidence-based opinion piece • Discuss, analyze, and construct writings on contemporary local, national, and international issues • Engage in simulations of governmental processes to address real-world problems • Analyze the outcomes of incentives and investigate the distributive effects of government policy • Evaluate the impact of government in land purchases • Collect data, evaluate data sources, and use data to analyze patterns • Defend/argue against agreements/disputes between US and other countries
World Language	• Write descriptive and personal essays • Compare and contrast a variety of texts • Analyze short stories and sources • Learn academic sentence structures, grammar, and writing in Spanish

	• Prepare and role play an interview • Prepare, organize, and present a debate • Understand the History of Mexico's Conquest • Create an advertisement for print or broadcast • Write and present a dramatization
Art	• Learn a variety of art and drawing forms (oil, canvas, charcoal, etc.) • Understanding shading, depth, perception • Understanding the impact of different art periods in history • Understand and apply lines, curves, and symmetry
Physical Education	• Demonstrate competency in a variety of motor skills and movement • patterns a variety of net, wall, target, and outdoor pursuit games • Demonstrate competency in a variety of sports: basketball, volleyball, badminton, soccer, hockey, • Demonstrate competency in two or more skills in health-related fitness activities such as running, stretching, and walking. • Understand and apply nutrition to support a healthy lifestyle
English Language Development	• Have collaborative discussions on social and academic topics • Listen actively to spoken English • Read literary and informational texts to determine how meaning is • conveyed explicitly and implicitly through language • Analyze how writers and speakers use language and vocabulary • Express information and ideas in formal oral presentations • Write literary and informational texts to present, describe, and explain • ideas, using technology • Justify own arguments and evaluate others' arguments in oral and written form • Select and apply a variety of vocabulary to convey ideas

Mission and Vision Align to Assessments
These student outcomes align to the Charter School's mission, curriculum, and assessments. EPCTC will annually review these student outcomes based upon the data received through student assessments and will continue to develop further student outcomes and/or benchmarks for student progress during the Charter school's operation.

Local Control and Accountability Plan
In accordance with, and using the procedures prescribed by, Education Code Section 47606.5, EPCTC shall comply with all applicable requirements of the LCAP including any applicable regulations promulgated, and the template adopted by the State Board of Education (See Appendix 17 Local Control and Accountability Plan). The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. EPCTC shall submit the LCAP to the District and the Santa Clara County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP, including goals and actions listed below, shall not be considered a material revision to the charter, and shall be maintained by EPCTC at the school site.

"A-G" Requirements
EPCTC students have the opportunity to take courses that meet the A-G requirements. EPCTC has been approved for six courses by the University of California/California State University as creditable toward the a-g admission requirement.

These student outcomes align to the Charter School's mission, curriculum, and assessments. The Charter School will annually review these student outcomes based upon the data received through student assessments and will continue to develop further student outcomes and benchmarks for student progress during the Charter School's operation.

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), EPCTC has below established reasonably comprehensive descriptions of goals, actions, and outcomes, both schoolwide and for each subgroup of students, which address and align with the State Priorities identified in Education Code Section 52060(d).

Charter School Goals, Actions, And Measurable Outcomes
The following strategic goals represent a five-year charter renewal term (2026-31). They are informed by EPCTC's current baseline performance as detailed in the Student Outcomes Reflection. The goals expand upon existing initiatives and strategies addressing identified performance gaps. The following goals, actions, and metrics have been developed to ensure alignment with some of the Eight California State Priorities and to address the needs of historically underserved student populations. These priorities are:

- Priority 1 – Basic Services/Conditions of Learning (rate of teacher misassignment, student access to standards-aligned instructional materials, facilities in good repair),
- Priority 2 – State Standards/Conditions of Learning (implementation of academic content and performance standards adopted by the state board for all students, including ELs),
- Priority 3 – Parental Involvement/Engagement (seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups),
- Priority 4 – Pupil Achievement/Public Outcomes (academic performance, EL progress, college readiness),
- Priority 5 – Pupil Engagement (school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates),
- Priority 6 – School Climate/Engagement (suspension rates, expulsion rates, other local measures including surveys of pupils and teachers on the sense of safety and school connectedness),
- Priority 7 – Course Access/Conditions of Learning (Pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220), and,
- Priority 8 – Other Pupil Outcomes (Pupil outcomes in the subject areas described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Education Code Section 51220).

The goals and actions intentionally focus on supporting EPCTC's significant student subgroups from the subgroups identified by the Dashboard.

Significant Subgroups at EPCTC:

- English Learners (including ADELs)
- Socioeconomically Disadvantaged students
- Homeless Students
- Hispanic/Latino

School-Wide Student Performance Goals

EPCTC aims to meet the following schoolwide performance goals that are aligned to the LCAP. The performance goal targets are reviewed annually and updated as needed, allowing for these targets to be modified over time.

Table B.3: EPCTC Goals for the 2026-31 Charter Term

EPCTC Goals for the 2026-31 Charter Term Based on State Priorities			
GOAL #1 – Graduation Rates			
By June 2031, all students and each significant subgroup will average a 70% graduation rate, as reported in the DASS 1-Year Graduation Rate metric, by increasing academic counseling, offering individualized graduation plans, and expanding credit recovery opportunities.			Related State Priorities: 5, 8
Rationale			
Improving graduation outcomes ensures that adult learners meet their academic and personal goals, demonstrating program effectiveness and alignment with state DASS accountability priorities. Individualized supports and flexible learning options are critical for adult students balancing education with employment and family responsibilities.			
Specific Annual Actions to Achieve Goal			
1. Review each student's graduation status quarterly and adjust individual learning plans. 2. Expand access to evening and online credit recovery courses. 3. Implement academic counseling and case management to monitor credit progress and barriers. 4. Provide targeted tutoring and workshops for students close to completion.			
Expected Annual Measurable Outcomes			
Outcome: By June 2031, all students and each significant subgroup will average a 70% graduation rate, as reported in the DASS 1-Year Graduation Rate metric. **Metric/Method for Measuring:** • DASS 1-Year Graduation Rate as reported in CALPADS and Dashboard data.			
Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	74.3%	75%	80%
English Learners*	**	**	**
Socioeconomically Disadvantaged Students*	74.2%	75%	80%
Homeless Students*	**	**	**
Latino Students*	74.3%	75%	80%
GOAL #2 – Teacher Credentials			
Each academic year, 100% of teachers assigned to classes will hold proper authorization from the County or CTC, verified through TCC, PIP, STP, Intern, Preliminary CLEAR, or Professional CLEAR credentials.			Related State Priorities: 1
Rationale			
Fully credentialed teachers ensure compliance with state requirements and maintain instructional quality aligned with state standards. Proper credentialing directly supports equitable access to qualified educators for all students.			

Specific Annual Actions to Achieve Goal

1. Conduct biannual credential audits to ensure compliance.
2. Provide administrative support for renewal or credential advancement.
3. Collaborate with human resources to verify all assignments before the school year begins.

Expected Annual Measurable Outcomes

Outcome: Each academic year, 100% of teachers assigned to classes will hold proper authorization from the County or CTC, verified through TCC, PIP, STP, Intern, Preliminary CLEAR, or Professional CLEAR credentials.

Metric/Method for Measuring:

- Teacher credential audit reports and assignment verification logs.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Teachers (Schoolwide)	100%	100%	100%

GOAL #3 – Reading Benchmark

By June 2031, at least an average of 60% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Reading.	Related State Priorities: 4, 8

Rationale

Literacy growth directly impacts college and career readiness for adult learners. Strengthening reading, writing, and communication skills enhances students' confidence and employability.

Specific Annual Actions to Achieve Goal

1. Conduct MAP ELA assessments three times per year.
2. Provide targeted ELA workshops emphasizing reading comprehension and writing fluency.
3. Offer individualized learning plans through adaptive ELA programs.
4. Engage students in writing portfolios and peer feedback sessions.

Expected Annual Measurable Outcomes

Outcome: Each year, at least an average of 60% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Reading.

Metric/Method for Measuring:

- NWEA MAP Growth Reading reports and progress monitoring data.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	51%	58%	60%
English Learners*	50%	57%	60%
Socioeconomically Disadvantaged Students*	51%	58%	60%

Homeless Students*	51%	58%	60%
Latino Students*	51%	58%	60%

GOAL #4 – Math Benchmark

By June 2031, at least an average of 45% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Mathematics.	Related State Priorities: 4, 8

Rationale

Measuring growth rather than proficiency reflects progress for students entering below grade level, particularly in DASS schools serving adult learners. Improving math growth supports numeracy, financial literacy, and readiness for postsecondary pathways.

Specific Annual Actions to Achieve Goal

1. Administer NWEA MAP assessments three times annually.
2. Provide small group math interventions and skill workshops.
3. Incorporate adaptive software for personalized learning plans.
4. Monitor progress monthly through data meetings.

Expected Annual Measurable Outcomes

Outcome: Each year, at least an average of 45% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Mathematics.

Metric/Method for Measuring:

- NWEA MAP Growth Math reports and student progress monitoring dashboards.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	30%	43%	45%
English Learners*	29%	45%	45%
Socioeconomically Disadvantaged Students*	30%	43%	45%
Homeless Students*	21%	45%	45%
Latino Students*	30%	43%	45%

GOAL #5 – College Going Rate

By June 2031, at least an average a 40% of all students and each significant subgroup will attend college.	Related State Priorities: 4, 8

Rationale

Preparation for college and career strengthens the transition outcomes for adult learners, ensuring alignment with workforce development goals and lifelong learning pathways.

Specific Annual Actions to Achieve Goal

1. Offer career exploration workshops and resume writing sessions.
2. Develop partnerships with local community colleges and training programs.
3. Integrate financial literacy, digital skills, and job readiness modules.
4. Track progress on credit completion.

Expected Annual Measurable Outcomes

Outcome: Each academic year, an average of 40% of all students and each significant subgroup will attend college.
Metric/Method for Measuring:
- DataQuest College Going Rate

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	40.6%	40%	40%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	39.3	40%	40%
Homeless Students*	*	*	*
Latino Students*	40.6	40%	40%

GOAL #6 – Student Retention

By June 2026, at least 40% of all students and each significant subgroup will remain enrolled for 30 days or more..	Related State Priorities: 5

Rationale

Retention reflects student satisfaction and engagement. Sustained enrollment allows sufficient instructional time to impact academic growth and goal completion.

Specific Annual Actions to Achieve Goal

1. Conduct new-student orientation to establish academic goals and support networks.
2. Implement early alert systems to identify and re-engage at-risk students.
3. Provide counseling and attendance incentives for consistent participation.

Expected Annual Measurable Outcomes

Outcome: Each year, at least 40% of all students and each significant subgroup will remain enrolled for 30 days or more.
Metric/Method for Measuring:
- Student Information System (SIS) enrollment data and attendance logs.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	38.47%	36.22%	40%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*

Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #7 – Attendance Rate

By June 2031, the average attendance rate will reach 81% for all students and each significant subgroup.	Related State Priorities: 5

Rationale

Consistent attendance is foundational for academic progress. Adult learners often face attendance barriers; therefore, flexible schedules and proactive outreach are key to maintaining engagement.

Specific Annual Actions to Achieve Goal

1. Track attendance daily with follow-up calls for absences.
2. Establish attendance contracts and SART meetings when needed.
3. Offer flexible scheduling and attendance incentives.

Expected Annual Measurable Outcomes

Outcome: Each year, the average attendance rate will reach 81% for all students and each significant subgroup.
Metric/Method for Measuring:

- Average annual attendance rate calculated through SIS attendance reports.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	81.91%	81.72%	81%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #8 – Student Survey Participation

By June 2031, at least 60% of all enrolled students and each significant subgroup will participate in the annual student satisfaction survey..	Related State Priorities: 5, 6

Rationale

Student feedback informs school improvement planning and ensures that programs meet learner needs, particularly in adult education settings focused on personalized pathways.

Specific Annual Actions to Achieve Goal

1. Administer an online or paper survey each spring.
2. Provide incentives for completion and ensure survey access in multiple languages.

3. Analyze data annually and report findings to staff and governance.

Expected Annual Measurable Outcomes

Outcome: Each year, at least 60% of all enrolled students and each significant subgroup will participate in the annual student satisfaction survey.
Metric/Method for Measuring:
- Survey participation count and completion rate from survey analytics.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	56%	60%	60%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #9 – Credit Completion

By June 2031, all students and each significant subgroup will complete an average of 75% of credits attempted annually.	Related State Priorities: 4, 5, 8

Rationale

Credit completion is a direct indicator of student persistence and instructional effectiveness. Increasing completion rates accelerates progress toward graduation and improves accountability outcomes.

Specific Annual Actions to Achieve Goal

1. Monitor credit accumulation quarterly and identify gaps.
2. Provide individualized pacing plans and tutoring.
3. Implement teacher feedback cycles to support timely assignment completion.

Expected Annual Measurable Outcomes

Outcome: Each year, all students and each significant subgroup will complete an average of 75% of credits attempted.
Metric/Method for Measuring:
- Credit attempted versus earned reports in SIS and transcript audits.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	80.07%	76.23%	75%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

Acknowledgment That Exit Outcomes and Performance Goals May Need Modifications

EPCTC will annually review these pupil outcomes based upon the data received through student assessments and will continue to develop further pupil outcomes and/or benchmarks for pupil progress during the school's operation.

High School Graduation Requirements
EPCTC works hard to ensure that every student who remains continuously enrolled in the Charter School for four years of high school can graduate from high school and be prepared for college and career. High school courses are approved to meet the A-G requirements recommended by the UC/CSU. (See Appendix 18 for the Course Sequence and A-G Approved Courses.)

Table B.4: Graduation Requirements

Escuela Popular/Center for Training and Careers, Family Learning Center Graduation Requirements			
UC Subject Requirement	**Subject**	**Requirements**	**Credits**
A	Social Science	Students must pass three courses of Social Science: one course of World History, one course of United States History, one semester course of American Government, and one semester course of Economics	30
B	English	Students must pass three courses of English, focusing on reading classic and modern literature, writing, listening, and speaking	40
C	Mathematics	Students must pass two courses of Math: Integrated topics of algebra, geometry, statistics	20
D	Science	Students must pass two courses of Science: Integrated topics of physical sciences (i.e., chemistry and physics) and life sciences (i.e., biology)	20

E/F	Foreign Language/ Visual & Performing Arts	Students must pass one course in either Foreign Language (other than English) or Visual and Performing Arts	10
	Physical Education	Students must pass one course of Physical Education	10
G	Electives	Students must pass elective courses, may include one semester course of Ethnic Studies (2025-26) and one semester course of Financial Literacy (2027-28)	60
	Total Credits Required for Graduation		**190**

Element C: Student Progress Measurement

The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. - Education Code Section 47605(c)(5)(C)

The Charter School will incorporate a variety of assessments to measure student progress. Measurable outcomes and assessment tools provide key data about the efficacy of the program, which in turn helps the administration and Board make key decisions about program development and modifications, while also monitoring individual, subgroup, and schoolwide student achievement. The assessments align to the Charter School mission, curriculum, and exit outcomes listed in the LCAP and in Element B of this charter.

Mandated State Assessments

As is required by state law, the Charter School shall meet all statewide standards and conduct the state pupil assessments required pursuant to Education Code Section 60605, including the CAASPP tests and other state-mandated assessments such as the ELPAC and Physical Fitness Test ("PFT"). We firmly believe that the EPCTC academic program fully prepares students for success in these statewide assessment programs. Additional support structures are in place to ensure that students are meeting or making progress toward the State Standards that are measured by the state-mandated assessments. Proficiency for our English Learners, 99.4% of our students, is measured in accordance with the ELPAC, CAASPP test data, teacher observations, and other school-based measures.

Growth Measures: Diagnostic, Formative and Summative Assessments

In order to effectively assess students' academic growth over time, EPCTC utilizes several growth measures, including diagnostic, formative, "authentic" assessments, and ongoing teacher assessments as well as summative assessments. MAP Growth (Reading and Math) are used as diagnostic tools and formative and summative assessments. More formative assessments include quizzes, exit tickets, pre-tests, and post-tests. More summative assessments include the unit tests, exams, projects, presentations, and essays.

Other Assessments

Students are given the annual state-mandated standardized assessments. The Matrix below includes the currently required State assessments for students and internal assessments used at EPCTC. Such assessments, as further described in the LCAP, are aligned with the Eight State Priorities. EPCTC affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element B of this Charter, shall be consistent with the way information is reported on a School Accountability Report Card ("SARC") as required by Education Code Section 47605(b)(5)(C). Throughout the year, the students will take multiple assessments as prescribed in the Assessment Schedule. (See Appendix 19 Assessment Calendar.)

Measuring Academic Progress

In order to provide a personalized educational experience and to understand better when students have achieved specific competencies and are ready to advance, and where they need help, we use MAP Growth. They are fully adaptive assessment tools that produce a measure of student growth and achievement. This information is used to differentiate lesson plans, create focused instructional groupings, as needed, and be a consideration in determining placement. Focused on growth rather than "proficiency," these assessments are administered at the beginning of the year, midyear, and in the spring, providing an opportunity to track growth throughout the year. EPCTC selected MAP Growth because they facilitate in-depth and immediate results that help teachers and students create and monitor customized learning goals for each student. Additionally, MAP Growth track student progress year-over-year and within the school year and expedites teachers' ability to further differentiate instruction to respond to student needs.

The following assessment tools will be used to measure progress toward the student performance goals identified in the petition:

Table C.1: Assessments (Subject to Change)

Assessment	Purpose	Grade	Timeline/ Frequency	Expectation
ELPAC Initial Assessment	The ELPAC IA is used to identify students as either an English Learner, or as fluent in English.	9-12 As prescribed	First 30 days of enrollment	Students are identified as either scoring Initially Fluent or English Learner.

ELPAC Summative Assessment	The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains.	9-12 Every year until Reclassified as Fluent English Proficient	Once a year	The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.
CAASPP - SBAC	State criterion-based assessment in ELA and Math	11	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
EAP	Embedded in CAASPP	11	Spring/Once a year	The exam covers High School standards and California State University placement standards.

CAST	State criterion-based assessment in Science	10	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
CAA	State alternative assessment in ELA, Math, and Science for qualified students	11 for qualified students	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
Internally created test and performance tasks (presentations, papers, projects)	Measure standards mastery across all courses/subjects	9-12	Daily/ Weekly	Students show mastery and proficiency in content knowledge.
Curriculum Based Assessments	Assess mastery of unit/lesson content	9-12	End of unit/end of semester/ end of year	Students show mastery and proficiency in content knowledge.

Curriculum Based Benchmarks	Determine progress toward Standard Mastery in grade level core curriculum	9-12	End of unit/end of semester/ end of year	Students demonstrate progress toward Standards Mastery
NWEA MAP Assessments	Determine progress toward Standard Mastery grade level core curriculum	9-12	Three Times a year	Students demonstrate progress toward Standards Mastery
CSA	Provide students an opportunity to measure their Spanish reading/language arts skills	9-12	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery on the CSA will increase annually as per goals listed in the current year's LCAP.
PFT	State criterion-based assessment in Physical Fitness	9	Spring/Once a year	Students demonstrate levels of health-related fitness
Smarter Balanced Practice Test	Practice the Smarter Balanced Assessment to familiarize the students with the structure of the SBAC Test	11	Spring/Once a year	Students will become familiar with the test format.

Smarter Balanced Interim Assessment Blocks (IABs)	Provide students an opportunity to show standard mastery on smaller targets for instruction	11	Twice per year	The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP.
Smarter Balanced Interim Comprehensive Assessments (ICAs)	Provide students an opportunity to show standard mastery on smaller targets for instruction	11	As assigned by teacher	The number of students scoring as having met or exceeded standard mastery on the SBAC will increase annually as per goals listed in the current year's LCAP.

Alignment to Mission, Exit Outcomes, and Curriculum
These student outcomes align to the Charter School's mission, curriculum and assessments. EPCTC will annually review these student outcomes based upon the data received through student assessments and will continue to develop further student outcomes and/or benchmarks for student progress during the Charter School's operation. Assessment and evaluation are critical factors in demonstrating success and informing future practice, policy development, and professional development. Schools are complex organizations that are not easily measured. The same is true for evaluating student learning and teaching methods.

Consequently, EPCTC believes that collecting both quantitative and qualitative data from multiple sources can inform the progress of the Charter School and keep the Charter school accountable to its educational partners.

Multiple, Valid, and Reliable Measures (Internal & External)
The following are the key assessment tools EPCTC will use to measure student progress:

Teacher Assessments
These assessments evaluate students' performance on specific content standards within the core academic subjects as well as their development of career-centered skills. Teacher assessments are in various forms; rubrics, essays, presentations, quizzes, midterm exams, final projects, group projects, and computer-based learning tests.

Performance Tasks
Students will present evidence of their achievements. The performance tasks may consist of essays, oral presentations, dramatic presentations, video presentations, and models.

Standardized Testing
Students 21 and under are tested using the SBAC, ELPAC, NWEA MAP Reading, NWEA MAP Math, and PFT tests. In addition, students are pre- and post-tested in reading and Math using the Northwest Evaluation Association MAP (Measures of Academic Progress).

Minimal Required Performance Level Necessary to Attain Each Standard
Minimum required performance for students to pass English courses is "C" or higher and for all other courses it is a "D" or higher.

Data Analysis and Reporting of Data
EPCTC uses a proactive approach to data analysis. The Board of Directors and the Charter School leadership will establish strong goals for student achievement and the supports needed for Charter School teachers to analyze student data easily and continuously. The most common type of data will be internally created assessments and curriculum-based assessments. These data will allow teachers to receive summative data quickly so they can immediately adjust instruction to assure student mastery of standards. The use of MAP Growth (Reading and Math) will allow teachers to receive formative data quickly so they can determine the strength of the lesson pacing and student mastery of standards.

After each MAP Growth (Reading and Math) round of assessments, results will be compiled and analyzed by administration and teachers, looking for areas of growth and new or continuing areas of opportunity. Data will be disaggregated by subgroups to determine achievement gaps, if any. The administrators will perform an intensive analysis. Professional Development will take place after collection of results to address the trends identified in the results analysis and to adjust instruction as necessary to meet the new and continuing needs of EPCTC's students. Results will then be shared with students, and summary data will be provided to the Board, to discuss growth, review and adjust goals discussed previously (reporting of student achievement data includes the annual SARC, (See Appendix 20 Student Accountability Report Card) and reflection and analysis as part of the annual LCAP goal setting process. Students' MAP Growth results will also trigger another review of a student's current Charter School performance for either an intervention and/or enrichment.

Personally identifiable and de-identified data will only be shared pursuant to the same FERPA and state law guidelines.

Use of Data

EPCTC understands the power of data collection, analysis, reporting and use of data. The process will begin with the development of the LCAP which includes input from parents/guardians, students, teachers, staff and community, and it is approved by the Board of Directors no later than June 30th for the following school year. In the LCAP are the Charter School goals and actions to address the Eight State Priorities as identified by the educational partners and a review of data. The teachers will review formative and summative data individually, as noted in the professional development calendar, collaboratively to develop the strategies that showed the most positive impact on student achievement. At the beginning of each school year, teachers and administration will meet to discuss topics, data and goals for the school year to include curriculum, assessments, interventions, enrichment, grading, SBAC and ELPAC data, LCAP and more goal setting. At the end of the school year, the teachers will review the progress of all students including significant subgroups, grade levels, core content areas and the Chater School as a whole, and will set goals for the following school year. The LCAP will be published on the Charter School's website.

The Executive Director will present the results of assessments semesterly to the Board of Directors at regularly scheduled Board meetings so that the Board understands the students' progress toward meeting goals. The Executive Director will present the data to the Board aggregated schoolwide, by grade level, by significant subgroups and by core content areas. The Board meetings are open to all educational partners.

Element D: Governance Structure

The governance structure of the charter school including, but not limited to, the process to be followed by the charter school to ensure parental involvement. - Education Code Section 47605(c)(5)(D)

Nonprofit Public Benefit Corporation
EPCTC is a directly funded independent charter school and is operated by Escuela Popular del Pueblo, a California nonprofit public benefit corporation, pursuant to California law and in accordance with this charter.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law. Escuela Popular del Pueblo shall be liable for any debts and obligations of EPCTC.

Board of Directors
The Charter School is governed by a corporate board of directors ("Board") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. (See Appendix 21 Articles of Incorporation, Bylaws, Conflict of Interest Code.)

The Board of Directors, Escuela Popular del Pueblo, serves as the legal and fiscal governing entity for this Charter School, Escuela Popular/Center for Training and Careers, Family Learning Center, and for Escuela Popular Accelerated Family Learning Center. The Board's major roles and responsibilities include, but are not limited to: adopting all Board policies, approving contracts, approving the Charter School's annual budget, overseeing the Charter School's fiscal affairs, hiring and evaluating the Charter School's Executive Director, and ensuring that the Charter School is fulfilling its mission and that its operations are in compliance with the charter and applicable federal and state laws. The Board shall be ultimately responsible for the operation and activities of Escuela Popular.

The authorized number of directors shall be ten (10), two (2) of whom shall be nominated by Center for Training and Careers/WorkNet (the "CTC Representatives") and elected in accordance with the bylaws. The remaining seven (7) of whom shall be nominated by the Escuela Popular (the "Escuela Popular Representatives") and elected in accordance with the bylaws. The term of office of directors shall be one year. A director may serve consecutive terms.

Corporate officer positions shall be designated by the Board during an annual meeting.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board shall order the inclusion within its

membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Pursuant to Education Code Section 47605(h), the names and relevant qualifications of all persons who serve on the Board of Directors are described herein. (See Appendix 22 for Board Member Biographies.)

Table D.1: Board of Directors at the time of Submission

	Curriculum, Instruction, Assessment, Student Services	*School Administration & Finances*	*Project Management, Strategic Planning*	*Business & Financial Management*	*Facilities, Real Estate*	*Fundraising, Grant Writing, Donor Relations*	*Governance, Law, Compliance*	*Community Outreach, Communications*	*Term*
Dr. Pablo Reguerin- President/Chairperson – CTC Representative	X	X	X	X		X	X		11/30/25-11/30/26
Dr. Bernard Gifford- Vice Chairperson	X	X	X	X	X		X		11/30/25-11/30/26
San Juana Ochoa- Secretary	X	X	X			X	X	X	11/30/25-11/30/26
Dr. Ellen Middaugh- Treasurer	X	X	X			X	X	X	11/30/25-11/30/26
Maria del Rocio Preciado- Member			X			X	X	X	11/30/25-11/30/26
Robert Escobar - Member	X	X	X	X	X		X	X	11/30/25-11/30/26
Dr. Sherry Segura- Member	X	X	X			X	X	X	11/30/25-11/30/26

The Board will comply with all applicable federal, state, and local laws. The Board is governed in its operations and its actions by the corporate bylaws, which are consistent with the terms of this Charter, the Charter Schools Act, and all other applicable laws and delineate membership, voting rights, term, etc. of the members of the Board.

The Board has adopted a Conflict of Interest Code necessary to comply with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, and Corporations Code, including the Nonprofit Integrity Act, conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As required, the Conflict of Interest Code has been submitted for approval to the County Board of Supervisors.

Board Meetings and Duties

The Board of Directors of EPCTC will meet regularly, at least once a quarter and in accordance with the Brown Act and Education Code Section 47604.1(c). The Board of Directors is responsible for the following:

- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff;
- Approve contractual agreements;
- Oversee the implementation of the charter;
- Uphold the mission of the Charter School;
- Approve and monitor the Charter School's facility arrangements and plans;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Approve annual independent fiscal audit;
- Hire, supervise, evaluate, discipline, and dismiss the Executive Director of the Charter School;
- Annual Review and Approval of the LCAP with input from educational partners;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Approve the school calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration; and,

The Charter School shall comply with the Brown Act and Education Code Section 47604.1.

The Board may initiate and carry out any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audits, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

a. Be in writing;
b. Specify the entity designated;
c. Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
d. Require an affirmative vote of a majority of Board members.

The Board of Directors are committed to continuous improvement and ongoing training to assist the Board in fulfilling its responsibilities to act as stewards for the Charter School. To this end, the Board seeks appropriate training and educational opportunities to govern the Charter School more effectively. Such training experiences may include training sessions with legal counsel or with charter school governance experts. Board members shall receive training on their responsibilities with topics to include, at minimum, ethics, conflicts of interest, and the Brown Act. The Board will comply with completing mandatory ethics training for Boards every other year pursuant to AB 2158 (2022).

Selection of Board of Directors

A prospective Board member is nominated by a current Board member (nominator) and is contacted by the nominating Board member to assess their interest in serving on the Board. The nominator sends an email with a resume and completed application of the prospective Board member and rationale for their nomination to the Executive Director and the Board Chairperson. The prospective Board member is sent a Board recruitment packet by the Executive Director that includes a job description. The Executive Director then contacts the prospective Board member to schedule a visit to the Charter School. The Board Chairperson calls the prospective Board member to verify their interest in serving on the Board and to discuss their role and duties. The Nominator and the Board Chairperson briefs the full Board on the nomination to determine the next steps (interview or information session). The prospective Board member is invited to the Board meeting for the official vote on their nomination. An officer of the Board and the Executive Director set up an orientation session to brief and familiarize the new Board member about the Board documents, the Charter School, and the current issues facing the Charter School.

Executive Director

The Executive Director will be the leader of the Charter School. The Executive Director will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Executive Director must report directly to the Charter School Board of Directors, and the Executive Director is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The Executive Director shall perform assigned tasks as directed by the Charter School

Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission;
- Ensure teachers and staff are supervised and evaluated;
- Communicate and report to the Charter School Board of Directors;
- Oversee school finances to ensure financial stability;
- Participate in and develop professional development workshops as needed;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Ensure employee hiring, promotion, discipline, and/or dismissal is in alignment with policies;
- Ensure compliance with all applicable state and federal laws and help secure local grants;
- Communicate effectively with all educational partners;
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District;
- Identify the staffing needs of the Charter School and offer professional development as needed;
- Maintain up-to-date financial records;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Ensure the security of the Charter School building;
- Promote the Charter School in the community and promote positive public relations and interact effectively with the media;
- Encourage and support teacher professional development;
- Attend District administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.;
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues as requested by the District;
- Provide all necessary financial reports as required for proper attendance reporting;
- Develop the SARC and the LCAP;
- Present independent fiscal audit to the Charter School Board of Directors and, after review by the Board of Directors, submit audit to the District Board of Education and the County Superintendent of Schools, the State Controller, and the California Department of Education;
- Ensure Positive Behavior Interventions and Supports are implemented schoolwide;
- Participate in IEP meetings, as necessary.

The above duties may be delegated or contracted as approved by the Board of Directors to a business administrator of the Charter School, other appropriate employee, or third-party provider.

Student Involvement

EPCTC provides services to adult students who are independent from their parents. While we do not directly involve students in the governance through a board seat unless students petition for a representative, we involve adult students in providing feedback through and priority setting through various means listed below:

- Annual Student Climate Survey
- Local Control and Accountability Plan Stakeholder Engagement

In addition to the formal structures described above, EPCTC works to create a welcoming environment for families. One important way of welcoming families and students is by valuing and celebrating their primary language. All correspondence is sent home in both English and Spanish. All school meetings are conducted in both English and Spanish. Additionally, the vast majority of staff, and all staff who answer the phone or greet students and families, speak Spanish.

EPCTC uses the following strategies to involve students in their learning:

- Bilingual/bicultural staff
- Monthly newsletters to students/families
- Home visits
- Volunteer opportunities
- Student Resource Advocate
- Program Case Manager
- Student and Family Services Specialist
- Community building activities throughout the year
- An open-door policy to meet with academic counselors and administrators

Element E: Employee Qualifications

The qualifications to be met by individuals to be employed by the charter school. - Education Code Section 47605(c)(5)(E)

Overview

EPCTC is committed to attracting, training, and retaining staff who are committed to empowering the community through education. EPCTC maintains high expectations for all staff and expects that staff will commit to the mission and vision of the Charter School.

Equal Employment Opportunity

EPCTC acknowledges and agrees that all persons are entitled to equal employment opportunity. EPCTC shall not discriminate against applicants or employees on the basis of the characteristics listed in Education Code Section 220 or protected by other California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA and Credentialing Requirements

EPCTC shall adhere to all requirements of ESSA that are applicable to teachers and paraprofessional employees in charter schools. EPCTC shall ensure that teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, pursuant to Education Code section 47605(l). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. EPCTC shall maintain current copies of all teacher credentials and make them readily available for inspection.

Employee Qualifications

The staffing needs for EPCTC will be identified by the Executive Director and will be consistent with the Charter School budget. Before any employee can begin service at EPCTC, they must provide evidence of Department of Justice fingerprinting/background screening and tuberculosis risk assessment or examination clearance by a healthcare professional. Administrative staff must verify these documents. The Charter School will maintain a current copy of all employee records, which will be available for audit along with a record of their teaching credentials, fingerprinting/background clearance certificate, professional development hours, and a current tuberculosis risk assessment or examination. EPCTC will comply with all State and Federal laws concerning the maintenance and disclosure of employee records. See Element F of this charter for additional information.

Within the provisions of applicable law, EPCTC reserves the right to recruit, interview and hire anyone at any time who has the best qualifications to fill any of its position vacancies so long as the credentialing requirements are met by teachers. Additionally, EPCTC will ensure the Charter School is a school of choice and that no employee will be required to work at the Charter School.

Job Descriptions and Qualifications

The following job qualifications apply to key personnel. These qualifications may be modified at Escuela Popular's discretion without any need to materially revise the charter as long as any changes are consistent with the law.

EPCTC may also employ or retain non-certificated instructional staff in cases where an individual has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity at the Charter School. Non-certificated instructional staff will not assign grades or approve student work assignments nor supervise students for purposes of calculating instructional minutes and will be limited in their duties to providing support for the educational program in conjunction with instruction provided by certificated teachers.

Job descriptions and qualifications for the following key staff are as follows (See Appendix 23 Organizational Chart):

Executive Director

POSITION SUMMARY:

Reports directly to the Escuela Popular del Pueblo Board of Directors, the Executive Director serves as the highest administrator at Escuela Popular. The Executive Director is cumulatively responsible for all aspects of organizational and financial health, including but not limited to enacting the Charter School's vision/mission; capacity building, organizational sustainability and growth, and developing new programing to meet the evolving needs of the community.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master of Arts degree from an accredited college or university with major course work in Education, Business Management, or Public Administration, or a closely related field. (Highly Preferred)
- Bachelor of Arts degree from an accredited college or university (Required)
- Minimum of ten (10) years of professional experience in the education sector. (Required) ● A valid administrative or teaching California credential from CTC or willing to pursue one. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Principal

POSITION SUMMARY:

Under the supervision of the Executive Director, the Principal provides a vision and leadership to develop, administer and monitor educational programs that optimize the human and material resources, including time and space, available for a successful and safe school program for students, staff, and community; supports Teachers and Instructors to refine their practices, improve instructional quality, and achieve mastery.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required

knowledge, skills, and abilities is qualifying.

- Master's degree from an accredited college or university with major course work in Education, or a closely related field. (Highly Preferred)
- Bachelor's degree from an accredited college or university with major course work in Education, or a closely related field. (Required)
- Minimum of three (3) years of professional teaching, administrative, and/or principal experience. (Required)
- Valid California Teaching Credential from the CTC. (Required)
- Valid California Credential from the CTC preferably in Administrative Services. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Student Services Director

POSITION SUMMARY:

Under the supervision of the Executive Director, the Student Services Director ensures a positive, responsible school climate and an effective school climate improvement process that ensures student success, safety, teaching and learning, collaboration, and connectedness. The Student Services Director is responsible for overseeing the system of student support services in place to foster a successful school experience, increase student retention and completion, ensure a safe learning environment, increase graduation rates, improve academic outcomes, decrease in absenteeism and truancy, and improve post-secondary student success.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's degree from an accredited college or university with major course work in
- Education, Social Work, Psychology, or a closely related field. (Required)
- Valid California Pupil Personnel Services Credential from the CTC. (Preferred)
- Minimum of five (5) years of school-based experience. (Required)
- Bilingual in English and Spanish. (Preferred)

Instructional Leader

POSITION SUMMARY:

Under the supervision of the Principal, the Instructional Leader provides a vision and leadership to develop, administer and monitor educational programs that optimize the human and material resources, including time and space, available for a successful and safe school program for students, staff, and community; support Teachers and Teacher Assistant/Aides to refine their practices, improve instructional qualify, and achieve mastery.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master's degree from an accredited college or university with major course work in Education, or a closely related field. (Highly Preferred)
- Bachelor's degree from an accredited college or university with major course work in Education, or a closely related field. (Required)
- Minimum of three (3) years of professional teaching, administration, and/or principal experience. (Required)
- Valid California Teaching Credential from the CTC. (Required)
- Valid Administrative Credential from the CTC preferably in Administrative Services. (Highly Preferred)
- Bilingual in English and Spanish. (Required)

Special Education Coordinator

POSITION SUMMARY:

Under the supervision of the Student Services Director, the Special Education Coordinator oversees the special education program by coordinating, implementing, and analyzing the effectiveness of all aspects of special education support and equity throughout the Charter School.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's Degree in Special Education or teaching or related field. (Required)
- Valid California Education Specialist Instruction Credential, certificate, permit, or other document required for the teacher's certificated assignment. (Required)
- Minimum of five (5) years' experience in special education teaching. (Required)
- Bilingual in English and Spanish. (Highly Preferred)
- CPR Certification. (Required)

Educational Specialist

POSITION SUMMARY:

Under the Supervision of the Special Education Coordinator, the Education Specialist plans and provides appropriate learning experiences for students with disabilities in a variety of educational settings. The Education Specialist is responsible for creating a flexible program and learning environment that provides specialized instruction for students with disabilities, such that the students benefit from the general education curriculum to the greatest extent possible when supported with supplemental aids, accommodations, and other needed supports. The Education Specialist provides direct instructional services within the general education classroom, supervises instructional services by paraprofessionals, and provides indirect services to the general education teacher.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's degree from an accredited college or university with major course work

in Special Education, or a closely related field. (Required)
- Valid California Education Specialist Instruction Credential, certificate, permit, or other document required for the teacher's certificated assignment.(Required)
- Minimum of one (1) year of experience teaching special education. (Highly Preferred) ● Bilingual in English and Spanish. (Highly Preferred)

High School Teacher

POSITION SUMMARY:

Under general supervision of the Principal or Instructional Leader, the High School Teacher provides a learning environment that guides and encourages students to develop intellectually and socially to fulfill their academic potential. Develops, plans, implements, assesses, and delivers lessons; evaluates students' progress; maintains proper classroom management and learning environment; maintains accurate records of attendance and grades; assists in curriculum development; supports and supervises cocurricular activities.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's Degree from an accredited college or university. (Required)
- Valid California Teaching Credential, certificate, permit, or other document required for the teacher's certificated assignment. (Required)
- CLAD Authorization required for the teacher's certificated assignment. (Required)
- Minimum of one (1) year of classroom setting teaching students preferably in an urban environment. (Highly Preferred)

Paraprofessional

POSITION SUMMARY:

Under the direction of an assigned supervisor, assist a certificated teacher in reinforcing instruction to individual or small groups of students in a classroom or other learning environment; assist in the preparation of instructional materials and provide routine clerical support. This position helps ensure teachers deliver high-quality lessons by providing essential classroom support and fostering a positive learning environment aligned with Escuela Popular's mission.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent (Required)
- Bachelor's Degree from an accredited college/university or course work toward a Bachelor's Degree. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Support Staff

EPCTC seeks administrative and operational staff who demonstrate experience or

expertise in the issues and tasks required of them. All classified staff possess experience and expertise appropriate for their position.

QUALIFICATIONS:
Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. (Required)
- Minimum of one (1) year of work or volunteer experience in a job-related field. (Required)
- Bilingual in English and Spanish. (Required)

Recruitment, Selection, Development, and Evaluation
EPCTC is dedicated to recruiting diverse teaching and support staff with subject matter expertise and qualifications to achieve our academic, language, and social emotional goals. EPCTC has extensive experience working with the educational community in the San Jose area. In addition to attracting talented personnel in the immediate San Jose area, EPCTC seeks staff through teacher recruitment fairs, professional publications, newspapers, and the website. We also work with our local colleges such as San Jose State University, San Jose City College, Evergreen Valley College, and Santa Clara University. We also partner with a variety of education-related organizations to encourage the most enthusiastic, qualified, and committed teachers and staff.

The Human Resources Manager has created formal job descriptions for each position, recruits, reviews the requirements for the position, and establishes interviews for candidates. Upon selection, the Human Resources Manager will ensure reference verification. The Executive Director considers the paperwork from the panel and the references and makes the final determination for hiring. The candidate is then offered the position. Employment will begin following verification of employee qualification and background checks described in Element F.

Escuela Popular is committed to continuous professional growth for its staff as previously discussed. All teachers are assigned a mentor and receive periodic feedback from the Principal and Instructional Leader. Staff is provided with professional development opportunities to ensure that they remain abreast of all relevant changes in laws or other operational requirements. All non-instructional staff possess experience and expertise appropriate for their position within the Charter School, as outlined in the Charter School's adopted personnel policies. (See Appendix 24 Employee Handbook.) In addition, new staff are evaluated on their first anniversary with Escuela Popular. Veteran staff are evaluated every two years (See Appendix 25 Evaluation Tool for Staff). To monitor progress and provide constructive feedback, each teacher being evaluated receives at least one formal observation per year, accompanied by ongoing informal observations throughout the year. These observations are intended to support professional growth, foster instructional excellence, and align teaching practices with the Charter School’s educational goals. This structured approach to evaluations ensures accountability and promotes a culture of continuous improvement for both leadership and staff.

Element F: Health and Safety Procedures

The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures require all the following:

(i) that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3. - Education Code Section 47605(c)(5)(F)

In order to provide safety for all students and staff, the Charter School shall maintain and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts (See Appendix 26 Proof of Insurance). These procedures will be incorporated into the Charter School's student and Family Handbook and Employee Handbook and are reviewed on an ongoing basis by the Executive Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The following is a summary of the health and safety policies of the Charter School:

Procedures for Background Checks

As required by Education Code Sections 44237 and 45125.1, the Charter School shall require all employees of the Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall also comply with the provisions of AB 2534 (2024) requiring charter schools to inquire about any credible complaints or investigations related to egregious misconduct against applicants for employment. The Charter School shall maintain on file and available for inspection evidence that the Charter School has performed criminal background checks and cleared all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. The Executive Director shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Human Resources Manager will serve as the Custodian of Records per the California Department of Justice requirements. The Executive Director shall monitor the fingerprinting and background clearance of the Human Resource Manager. Volunteers who volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters
All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Immunizations
All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at all public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

Tuberculosis Risk Assessment and Examination
Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) tested for tuberculosis prior to commencing employment and working with students, and for employees at least once every four years thereafter, as required by Education Code Section 49406.

The Charter School shall also require any vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis within the period of 60 days prior to employment/service and every four years, in accordance with Education Code Section 49406. Charter School shall maintain tuberculosis clearance records and certifications on file.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide

prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq*.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and Spanish and any primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Prevention of Human Trafficking
In accordance with Education Code Section 49381, the Charter School shall identify and implement the most appropriate methods of informing students in grades 9 through 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock its restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

The Charter School shall post a notice regarding the requirements of this paragraph in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
In accordance with Education Code Section 35292.5, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use on or before July 1, 2026. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals
In accordance with Education Code Section 49501.5, the Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student with adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 9-12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with students.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to complying with the requirements of Education Code Section 49475 regarding concussions/head injuries, and providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

School Safety Plan
The Charter School shall adopt a School Safety Plan (See Appendix 27 School Safety Plan), to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. Child abuse reporting procedures
b. Routine and emergency disaster procedures
c. Policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. A discrimination and harassment policy consistent with Education Code Section 200

f. Provisions of any school-wide dress code that prohibits students from wearing “gang-related apparel,” if applicable
g. Procedures for safe ingress and egress of pupils, parents/guardians, and employees to and from the Charter School
h. A safe and orderly environment conducive to learning
i. The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6.
j. Procedures for conducting tactical responses to criminal incidents
k. If the comprehensive school safety plan includes procedures to prepare for active shooters or other armed assailants by conducting a drill, procedures that comply with Section 32282(a)(2)(K)(i)-(iv)
l. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
m. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite
o. A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training on emergency response, including appropriate "first responder" training or its equivalent, and first aid response (e.g., EpiPen usage, defibrillator).

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bloodborne Pathogens
The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug, Alcohol, and Smoke-Free Environment.
The Charter School shall function as a drug, alcohol, and smoke -free environment.

Facility Safety
The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if at District facilities).

The Charter School will maintain on file readily accessible records documenting such compliance. The Executive Director or designee will conduct annual reviews to ensure all auxiliary services are safe (food services, transportation, custodial services, or hazardous materials) by developing appropriate policies and awareness training.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures
The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the

school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the school site and in public areas at the school site that are accessible to, and commonly frequented by pupils.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
In accordance with Education Code Section 49392, at the beginning of the first semester of each school year, the Charter School shall distribute a notice to each student addressing California's gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Transportation Services
The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Supporting LGBTQ Students
Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one (1) hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's/guardian's ability to request school records on behalf of their child.

Extreme Weather Policy
In accordance with Education Code Section 33355, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporates the standardized guidelines developed by CDE on or before July 1, 2026.

Element G: Student Population Balance

The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. - Education Code Section 47605(c)(5)(G)

To create a school community that reflects the diversity of the general population residing within the District, EPCTC strives to recruit students from a range of racial, ethnic, ability, linguistic, and socioeconomic backgrounds. EPCTC will bring a sense of validation and encouragement to families from diverse and multicultural backgrounds seeking a unique educational experience. This mindset assists us in our overall recruiting efforts. EPCTC is committed to designing measurable approaches to underscore our dedication in establishing a diverse student body. The Charter School will maintain an accurate accounting of the racial and ethnic balance, special education students, and English Learner students, including redesignated fluent English Learner students enrolled in the Charter School and will use this information to determine where additional outreach efforts are needed. In order to recruit students who are English Learners, all materials will be developed in English and Spanish as well as other languages as the need arises. In order to recruit students who are historically underserved, recruitment activities will focus on groups and gatherings. EPCTC is committed to being racially, ethnically, linguistically (including English Learners), ability, and socioeconomically diverse.

The Charter School will engage in the following outreach activities:

1. **Marketing Materials**: Design flyers and distribute informational materials to appeal to various racial, ethnic, ability, linguistic, and socioeconomic groups within the District. Flyers will be distributed at local markets, coffee shops, libraries, churches, preschools, and businesses. Materials are developed in English and Spanish. Other languages will be added as the need arises.
2. **Host Community Events**: The Charter School hosts several community events each year in preparation for open enrollment. Information Outreach events are scheduled quarterly at Orientation and monthly at Cafecitos (coffees). Events include Orientation, Family Conferences, Jaguar Concert, and Fall Festival. Outreach activities have included visiting San Jose YEAH Annual Summit, LiUNA Laborers Local 270, and Head Start Preschools.
3. **Advertising**: The Charter School updates its website regularly. The Charter School will issue press releases, advertise in newspaper publications, and radio stations as funding allows. The Charter School will also advertise in local publications specific to the target community.
4. **Attend and Establish Presence at Community Events**: The Charter School will make significant efforts to establish visibility in the community. The Charter School team attends community events and parks. The Charter School also sets up

information tables/booths in high traffic and high visibility areas during well–attended local and regional community events.

5. **Establish Partnerships with Community Organizations**: The Charter School has extensive partnerships within the local and regional communities including but not limited to: Kaiser Permanente, Planned Parenthood, Gardner, San Jose Police Department, School Linking Services, Truancy Court (Social Workers and Attorney), Youth Community Service, San Jose Bridge Communities, California State University at San Jose, Santa Clara County Office of Education, Santa Clara County Behavioral Health, Amigos de Guadalupe, Next Door Solutions to Domestic Violence, and local attorneys.

6. **Website and Online Advertising**: The Charter School has designed a website for interested students, families, and community members to visit to learn more about the Charter School.

The Charter School will continue to engage in ongoing recruitment and outreach efforts as described above with the continued development of marketing materials, advertising, online and social media presence, hosting and attendance of community events, and continued efforts to establish community partnerships. The Charter School budget includes financial resources allocated to outreach efforts.

Element H: Admission Policies and Procedures

Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e).- Education Code Section 47605(c)(5)(H)

EPCTC actively recruits a diverse student population from the District and surrounding areas. Admission to the Charter school is open to any resident of the State of California. Prospective students are briefed regarding the Charter school's instructional and operational philosophy and are informed of the Charter school's student-related policies. The Charter school has established an annual recruiting and admissions cycle, which shall include reasonable time for all of the following: (1) outreach and marketing, (2) orientation sessions for students, (3) an admission application period, (4) an admission lottery if necessary, and (5) enrollment. The school may fill vacancies or openings that become available after this process using either a waiting list or any other nondiscriminatory process.

EPCTC shall admit all students who wish to attend the Charter School and participates in a rolling admission process to better serve students who are historically transient. There will not be a test or assessment administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of a student within the State, except as otherwise required by law. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not charge tuition or discriminate against any student based upon the characteristics listed in Section 220.

The Charter School shall not request or require submission of a student's IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admission or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics

described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to students.

The Charter School shall require students who wish to attend the Charter School to complete an application (intent to enroll form) (See Appendix 28 Intent to Enroll Form).

The Charter School admits students a rolling admission process to better serve students who are historically transient, and thus, has not had to participate in a public random drawing (or "lottery"). However, in the event that the number of students seeking admission to any grade or class exceeds capacity, admission shall be determined by a lottery, with the exception of existing students of the Charter School, who are guaranteed admission in the following school year. A lottery will take place on the EPCTC campus in a room large enough to allow all interested parties to observe the drawing, or at another public venue near the Charter School large enough to accommodate all interested parties. The lottery will take place on a weekday evening or any other time when the most interested parties who wish to attend may do so. All interested parties will know, prior to the holding of the lottery, how many openings are available at the Charter School and for each grade served by the Charter School.

Admission preferences will be extended to potential students in the following order:

1. Sibling(s) students admitted to or attending the Charter School
2. Students who are currently enrolled in or who reside in the elementary school attendance area of the local public elementary school where the Charter School is located (for purposes of the SB 740 Charter School Facility Grant Program)
3. Students residing within the District's boundaries
4. All other students

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

Public Random Drawing

Public notice for the date and time of the lottery, rules, and deadlines will be posted at the Charter School and on the Charter School's website at least two weeks prior to the lottery date. The notice includes an explanation that students do not need to be present at the lottery but may attend if they choose to do so. The lottery is open to the public.

At the lottery, names shall be drawn from lottery differentiated by grade level. Beginning with the lowest grade, the names shall be drawn by an adult citizen of good standing, not otherwise employed by the Charter School, confirming the results of the lottery. The drawing shall continue until all names for that grade level are drawn. Those individuals whose names are drawn after all spaces have been filled will be placed on the waiting list in the order drawn, except if the preferences described above require otherwise.

An adult citizen of good standing, not otherwise employed by the Charter School, will testify in writing that they personally witnessed each lottery pursuant to the above, and that each was random, public, and conducted as described.

Students not admitted because of space limitations will be placed on a wait list. As space becomes available during a school year, the Charter School will call the applicant with the highest rank on the applicable waiting list.

Students promoted off of the waiting list shall be informed in writing and shall have five (5) days from the date of contact to respond. In addition, the Charter School shall attempt on at least two separate occasions to contact the students promoted off of the waiting list by telephone. The Charter School admits students at any time during the school year on a rolling admission basis in order to better serve the relatively transient local population.

The waitlist for the current school year remains active until the end of the school year. No waitlist shall be carried over from one school year to the next school year. Applicants must reapply for the lottery annually if the Charter School is unable to offer them admission for the current year.

Intent to Enroll forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents will be physically filed on the Charter School campus, and lottery results and waitlists will be readily available in the Charter School's office for inspection upon request. Each applicant's admission application will be kept on file for the academic year with their assigned lottery number in the Charter School database and on their admission application.

Enrollment Process

Students will be notified by EPCTC staff of their acceptance to the Charter School via telephone and/or email within five (5) days of an open space or following the lottery. Students who are offered spots will be asked to complete an Enrollment Packet within ten (10) days of receipt of notification of their spot in order to secure their space. Charter School staff will be available to assist students with language, literacy, or physical disabilities to complete this paperwork, if needed. Upon enrolling in EPCTC, each student will be invited to attend an optional school orientation meeting or individual meetings with the Director of Student Support. This meeting is not a condition for enrollment.

After admission, students will be required to submit an enrollment packet, which shall include the following:

- Student Enrollment Form (See Appendix 29 Enrollment Form)
- Proof of Immunizations
- Report of Health Exam for School Entry
- Home Language Survey
- Completion of Emergency Medical Information Form or Proof of age requirements

- Release of records7
- Student signatures on the Student and Family Handbook Acknowledgement

The Charter School will maintain records of the above activities.

[7] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

Element I: Annual Independent Financial Audits

The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." - Education Code Section 47605(c)(5)(I)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles , and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter school as published in the State Controller's K-12 Audit Guide.

The Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a Certified Public Accountant and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider.. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The Executive Director, along with the audit committee, if any, will oversee the completion of an annual audit of the Charter School's financial affairs. the annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Board with recommendations on how to resolve them. The board will submit a report to the district describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of the Charter School is a public record to be provided to the public upon request.

Element J: Student Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker, initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. - Education Code Section 47605(c)(5)(J)

EPCTC is committed to using restorative practices in order to build a strong student and faculty culture, a community of mutual respect, and to reduce discipline referrals, suspensions, and expulsions. Escuela Popular believes that everyone can learn from their mistakes and learn to solve their own conflicts by correcting their mistakes. These policies balance students' rights to due process with the Charter School's responsibility to maintain a safe learning environment.

A. General Provisions

EPCTC shall provide due process for all students, including adequate and timely notice to students of the grounds for all suspension, expulsion, and involuntary removal recommendations and decisions and their due process rights regarding suspensions, expulsions, and involuntary removals.

EPCTC shall document and implement the alternatives to suspension and expulsion.

B. School Climate and Student Discipline System

EPCTC's goal is to provide a school climate that is safe, supportive, and nurturing for each student. All students have a right to learn while attending a safe school. As such, a student discipline system that addresses prevention, early intervention, schoolwide positive behavior intervention and support, and consistent expectations as well as appropriate consequences for behavior is a necessary part of school life.

EPCTC's student discipline system focuses on the implementation of a schoolwide positive behavior intervention and support system that helps to prevent the occurrence of problem behaviors that may result in disciplinary actions. This student discipline system includes a multi-tiered approach that is implemented by school staff through: school leaders actively supporting the implementation of schoolwide positive behavior interventions and supports; teaching and consistently reviewing schoolwide rules and behavioral expectations; teaching and modeling appropriate social and behavior skills; reinforcing appropriate student behaviors; using effective classroom management strategies; providing early intervention for inappropriate behaviors; collaborating and communicating regularly with families regarding behavioral expectations, individual student behavior plans, student progress, and any necessary consequences, such as suspension or alternatives to suspension referred herein.

The goals of EPCTC's student discipline system are to:

- Promote student self-discipline, independence, and mutual respect for others;
- Model, teach and encourage socially appropriate behavior so that students will be happy and successful in the real world;

- Maximize learning time by decreasing the number of office referrals and suspensions;
- Monitor and correct student misconduct through positive behavioral interventions; and,
- Analyze student behavioral data to further guide the development and implementation of schoolwide behavioral supports and interventions.

Behavioral Interventions
Students who engage in misconduct may be provided with behavioral responses to intervention. Through this referral process students with behavioral difficulties will further behavioral intervention support and staff will continue to monitor progress through data collection.

In certain circumstances, disciplinary responses that remove students from the classroom or school environment may be necessary through suspension and/or expulsion. In these cases, EPCTC's goal is to make sure that students continue their education, learn how to behave appropriately, and correct any harm they may have caused. Please note that while instituting more severe disciplinary actions, EPCTC shall follow certain public school procedural safeguards, federal and state laws, and restrictions. This is especially true when working through disciplinary matters with students with disabilities.

Implementing Restorative Justice practices as an alternative to traditional discipline is a learning process, one that takes time, patience and understanding. The goal is to build a stronger and more inclusive school community.

Suspension Alternatives
Alternatives to suspension include consequences that are identified as appropriate responses to misconduct and that provide the student with an opportunity to learn the skills necessary to avoid future misconduct. Alternatives to suspension may include but is not limited to:

- Changes in student's schedule tailored to student's needs;
- Implementation of a behavior monitoring system;
- Implementation of a behavioral contract including reinforcers for success and consequences for continued problems, such as loss of privileges (e.g.: short term loss of class/schoolwide fun activities that may be earned through positive behavior) or restoration (e.g.: apologizing to the person they hurt, cleaning up a mess they made, fixing something they broke, or writing a paragraph on bullying to present during anti-bullying activities);
- Referral to group or individual counseling;
- Instruction in social emotional/behavioral skills;
- Use of problem-solving approach to assist student in identifying the problem and possible appropriate solutions.

Professional development
Professional development in the area of schoolwide positive behavior support is provided to all staff members on an ongoing basis. Professional development for school staff may

include topics such as classroom management, using a problem-solving approach to discipline, managing student behaviors, creating positive classroom culture, and creating positive behavior support plans.

C. Suspension and Expulsion Policy and Procedures

Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq*., which describe the offenses for which students at noncharter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions and involuntary removal, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal, so long as such modification is not materially different from this charter petition.

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

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

The Charter School administration shall ensure that students and their guardians[8] (for SWD under 22 years of age) are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Charter School's office.

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

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the student and educational rights holder have been provided with a written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's educational rights holder and shall inform the student, the student or the student's educational rights holder of the basis for which the student is being involuntarily removed and the student or the student's educational rights holder's right to request a hearing to challenge the involuntary removal. If a student or the student's educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions before the effective date of the action to involuntarily remove the student. If the student or the student's educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

D. Procedures

Suspension and Expulsion

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

a) while on Charter School grounds;
b) while going to or coming from the Charter School;
c) during the lunch period, whether on or off the Charter School campus; or
d) during, going to, or coming from a school-sponsored activity, school sanctioned event, or athletic practice, game, or event.

E. Enumerated Offenses

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

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

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

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

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

e) Committed or attempted to commit robbery or extortion.

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

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

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

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

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

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

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

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

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

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

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

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

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with their academic performance.
    iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

    i. A message, text, sound, video, or image.
    ii. A post on a social network Internet Web site including, but not

limited to:

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

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

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

iii. An act of cyber sexual bullying.

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

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

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

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

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

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

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

b) Brandished a knife at another person.

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

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

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

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

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

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic

beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

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

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

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

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

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

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

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

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

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

o) Engaged in or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation into a student

organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student.

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

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

1) "Bullying" means any severe or pervasive physical or verbal act or

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

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
iii. Causing a reasonable student to experience substantial interference with their academic performance.
iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

i. A message, text, sound, video, or image.
ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another pupil would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a

profile using the likeness or attributes of an actual student other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

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

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

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

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

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

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

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from

a certificated school employee, with the Principal or designee's concurrence.

b) Brandished a knife at another person.

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

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

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

The Charter School will use the following definitions:

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

F. Suspension Process

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student's educational rights holder and, whenever practical, the teacher, supervisor or Charter School employee who

referred the student to the Principal or designee.

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

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

2. ***Notice to Students***

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

3. ***Suspension Time Limits/Recommendation for Expulsion***

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

The Principal or designee upon either of the following will make this determination: 1) the student’s presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student’s suspension will be extended pending the results of an expulsion hearing.

4. ***Homework Assignments During Suspension***

In accordance with Education Code Section 47606.2(a), upon the request of a student, educational rights holder, or teacher shall provide to a student in any of grades 9 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

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

G. Authority to Expel

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

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

H. Expulsion Procedures

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA). The student may make a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing. Such request is subject to Board review.

Written notice of the hearing shall be forwarded to the student and the student's educational rights holder at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The Charter School will utilize a multi-modal approach to noticing delivery which may include email,

telephone, or in-person delivery, and will include documentation or receipt of delivery. The notice provided in a language understood by the student and the student's educational rights holder shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or educational rights holder's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. The opportunity for the student and/or the student's educational rights holder to appear in person or to employ and be represented by counsel or a nonattorney advisor;

6. The right to inspect and obtain copies of all documents to be used at the hearing;

7. The opportunity to confront and question all witnesses who testify at the hearing;

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include an educational rights holder, or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim with a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the Administrative Panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The Administrative Panel Chairperson shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel Chairperson from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

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

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

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

I. Record of Hearing.

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

J. Presentation of Evidence.

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

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

K. Expulsion Decision.

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

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

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

L. Written Notice to Expel.

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's educational rights holder. This notice shall also include the following: (a) Notice of the specific offense(s) committed by the student; (b) Notice of the student's or educational rights holder's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School; (c) rehabilitation plan with a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission; and, (d) alternative education programs in the County or their school district of residence and an offer to collaborate with student and student's educational rights holder to assist with locating alternative placements during expulsion.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority, and within thirty (30) days to the Superintendent of the student's district of residence. This notice shall include the following: (a) The student's name; (b) The specific expellable offense(s) committed by the student; and, (c) The rehabilitation plan with a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission;

M. Disciplinary Records.

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

N. No Right to Appeal.

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

O. Expelled Students/Alternative Education.

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

P. Rehabilitation Plans.

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

Q. Readmission or Admission of Previously Expelled Student.

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

R. Notice to Teachers.

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

S. Special Procedures for Consideration of Suspension, Expulsion, or Involuntary Removal of Students with Disabilities.

1. Notification of the SELPA

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

2. ***Services During Suspension***

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

3. ***Procedural Safeguards/Manifestation Determination***

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

a. Manifestation Determination: If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
b. Procedural Safeguards: If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/Section 504 Plan.

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

If the Charter School, the student, the educational rights holder, and relevant members of the IEP/Section 504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/Section 504 Team shall:

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

c. Return the student to the placement from which the student was removed, unless the student, the educational rights holder, and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

4. Due Process Appeals

The student with a disability or the educational rights holder who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Dispute Resolution by utilizing the dispute provisions of the IEP/Section 504 Policy and Procedures.

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

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

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

5. Special Circumstances

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

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

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

6. Interim Alternative Educational Setting

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

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

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

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

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

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may

assert any of the protections available to IDEA-eligible students with disabilities, including the right to stay-put.

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

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

U. Notification of the School District of Residence.

Upon expelling any student, the Charter School shall notify the student's school district of residence immediately or as soon as practicable. Such notice shall include:

1. Completed expulsion documentation as required from the school district;

2. Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that the Charter School's policies and procedures were followed;

3. Copy of notice of expulsion hearing;

4. Copy of expulsion notice provided to student or educational rights holder stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment;

5. If the student is eligible for special education, documentation related to expulsion in compliance with IDEA;

6. If the student is eligible for Section 504 accommodations, documentation that the Charter School conducted a manifestation determination meeting to address two questions:
   a. Was the misconduct caused by, or directly and substantially related to the student's disability?
   b. Was the misconduct a direct result of the Charter School's failure to implement Section 504 Plan?

This notice will be sent to the student's district of residence. If the student is a resident of a school district other than the District, the Charter School must notify the Superintendent of the student's district of residence within thirty (30) days of the expulsion. Additionally,

upon request of the receiving school district, the Charter School shall forward student records no later than ten (10) school days from the date of the request as stated in Education Code Section 49068(b).

Element K: Employee Retirement Systems

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System or federal social security. - ***Education Code Section 47605(c)(5)(K)***

Eligible certificated employees at EPCTC participate in the State Teachers' Retirement System. Non-certificated employees participate in social security, and a qualified retirement system (See Appendix 30 Escuela Popular Classified Retirement Plan) at the Charter School's discretion. Employees may also have access to other school-sponsored retirement plans according to policies developed by the Board of Directors and adopted as the Charter School's employee policies. The Charter School retains the option for its Board to elect to participate in and coordinate such participation, as appropriate, with other reciprocal systems in the future, should it find that participation enables the Charter School to attract and retain a higher quality staff (See Appendix 31 Benefits for Certificated and Classified Staff). The Charter School shall pay the County a reasonable fee for the provision of such services. The Human Resources Manager will be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees. (See Appendix 32 Classified and Certificated Salary Scales)

Element L: School Attendance Alternatives

The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. - Education Code Section 47605(c)(5)(L)

Escuela Popular/Center for Training Careers, Family Learning Center is a school of choice, specifically for adults. No student is required to attend. Students who choose not to attend the charter school may attend another public school within their home school district. Students may attend a District school or pursue an intra- and inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in the Charter School shall be informed that they have no right to admission in a particular school of the District (or program of the District) as a consequence of enrollment in the Charter School, except to the extent that such right is extended by the District.

Element M: Return Rights of Employees

Governing Law: "The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school. - Education Code Section 47605(c)(5)(M)

No public school district employee shall be required to work at EPCTC. Employees of the District who choose to leave the employment of the District to work at EPCTC will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work at EPCTC that the District may specify, any rights of return to employment in a school district after employment at EPCTC that the District may specify, and any other rights upon leaving employment to work at EPCTC that the District determines to be reasonable and not in conflict with any law.

EPCTC employees will not be members of or represented by any collective bargaining agreements of the District. EPCTC employees are not required to engage in collective bargaining, but they have the right afforded to them via the procedures established by the Public Employment Relations Board ("PERB"). Further, employees who leave the District to work at EPCTC will not continue to earn service credit (tenure) in the District while working at EPCTC.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to EPCTC. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Element N: Dispute Resolution Procedures

The procedures to be followed by the charter school and the** chartering authority **to resolve disputes relating to provisions of the charter**. - **Education Code Section 47605(c)(5)(N)

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedure, as required by state and federal law, respectively. Students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer any complaints or reports regarding such disputes not related to a possible violation of this charter or laws related to the Charter School.

Disputes Between the Charter School and the District

The Charter School understands that agreement to a dispute resolution process must be bilateral and the Charter School cannot unilaterally bind the District to a specific procedure. The Charter School agrees that this process may be revised as agreed upon by the District and Charter School in a mutually agreed upon MOU.

The Charter School staff and Board and East Side Union High School District staff and Board are encouraged to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Executive Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive

Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon a written mutual agreement of the District and the Charter School.

The district may inspect or observe any part of the charter school at any time but shall provide reasonable notice to the Charter school's Executive Director. Inspection, observation, monitoring, and oversight may not be assigned or subcontracted to a third party by the district without the Charter school's consent.

Element O: Closure Procedures

Governing Law: "The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the** charter **school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of** pupil **records**. - **Education Code Section 47605(c)(5)(O)

Closure Action and Notifications
Closure of the school shall be documented by official action of the Escuela Popular del Pueblo Board of Directors. The Charter School, through its Board of Directors, will be the entity responsible for closure-related activities and the Executive Director shall be the primary individual responsible for closure-related activities, unless the Board selects another individual.

The Charter School will promptly notify the students of the Charter School, the East Side Union High School District, the Santa Clara County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate, and the California Department of Education of the closure within ten (10) days of the official closure action, as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their student records, including specific information on completed courses and credits that meet graduation requirements. The Charter School shall ensure notification to the students of the Charter School of the closure provides information to assist students in locating suitable alternative programs. This notice shall be provided promptly, within the (10) days following the Board's decision to close the school.

Student and School Records Retention and Transfer
As applicable, the Charter School shall provide the students and the District with copies of all appropriate student records and shall otherwise assist students in transferring to their next school. All transfers of student records shall be made in compliance with FERPA Including:

- **Student Records**: (e.g., final transcripts, diplomas of non-graduates, the template used to create the diploma, Cumulative Files)
- **Hardcopy and Excel Files:** List of students for whom student records were provided, including their names, SSID, and grade levels
- **Hardcopy and Excel File:** List of non-graduates including their names, SSID and grade levels
- **Personnel Files:** List of all employees and their personnel files inclusive of retirement accrued W-2 information

Personnel records shall be maintained and transferred in accordance with applicable law by the "responsibility entity" designated by the Board. The Charter School will also develop a list of students in each grade level and the classes they have completed,

together with information on the students' districts of residence, which they will provide to the entity responsible for closure-related activities.

The Charter School will ask the District to store remaining original records of the Charter School's students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All State assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law. Transfer of the complete and organized original student records and personnel files to the District shall occur within seven (7) calendar days of the effective date of closure.

Financial Close-Out

As soon as reasonably practical, the Charter school shall prepare final financial records. The Charter school shall also have an independent audit completed within six (6) months after closure. Expenses associated with final audit and closure procedures are accounted for in the proposed budget and shall be covered by the Charter School. . The audit shall be prepared by a qualified Certified Public Accountant selected by the Charter school and shall be provided to the District, the County Office of Education, and California Department of Education promptly upon completion. This may coincide with the regular required annual audit of the Charter School. The purpose of the audit is to determine the net assets or net liabilities of the Charter School. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33 and complete necessary academic reporting.

Distribution of Assets

On closure of the school, all assets of the Charter school, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School, shall remain the sole property of Escuela Popular del Pueblo and shall be distributed to another public school operated by the Escuela Popular del Pueblo corporation, if any, or if the Escuela Popular del Pueblo corporation is dissolving as a corporation, distributed in accordance with the Articles of Incorporation upon the dissolution of the nonprofit public benefit corporation to another California public educational entity. The Charter School shall comply with all portions of Education Code Section 47605(c)(5)(O), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the Charter School, including plans for disposing of any net assets and for the

maintenance and transfer of pupil records." Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the nonprofit public benefit corporation shall remain responsible for satisfaction of all liabilities arising from the operation of the Charter School. The Charter School's chartering authority shall not be liable for debts and liabilities of the Charter School, pursuant to Education Code Section 47604(d).

As the Charter School is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Miscellaneous Charter Provisions

Severability

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect unless mutually agreed otherwise between the Charter school and the District.

Cooperation Clause

The District agrees to cooperate with EPCTC in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Legal Status

Escuela Popular del Pueblo is a 501(c)(3) tax-exempt nonprofit public benefit corporation.

Facilities

The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. - Education Code Section 47605(h)

EPCTC is co-located with EPAFLC at 149 N. White Road in San Jose, CA which is within the East Side Union High School District boundaries. Escuela Popular is in year thirteen of a forty-year lease with Alum Rock Union Elementary School District (See Appendix 33 Lease Agreement).

The facility is safe, functional, clean, and well maintained. The facility has 26 classrooms, two science labs, one computer lab, one library, one cafeteria, and 15 office spaces. Additionally, the Charter School has two outdoor shaded areas and two umbrella shaded tables for students to eat lunch, one play structure, one soccer field, two blacktop volleyball courts, one blacktop basketball court, and plenty of parking spaces.

Any school facilities leased or constructed by EPCTC shall comply with federal, state, and local building and zoning regulations as applicable to charter schools, including compliance with the Americans with Disabilities Act and a certificate of occupancy as required.

Nothing in this Section shall be interpreted to be a waiver of the Charter School's right to request facilities pursuant to Education Code Section 47614 ("Prop. 39").

Insurance

EPCTC shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the Charter School's insurer. The District Board of Education, the District, its officers, and employees shall be named as an additional insured on all policies of EPCTC. EPCTC will provide evidence of the above insurance coverage to the District. The District shall be notified in writing 10 days prior to cancellation of insurance.

District Oversight

Pursuant to California law, the District is required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisorial oversight of EPCTC not to exceed one percent (1%) of the revenue of EPCTC. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as the amount received in the current fiscal year from the

local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

EPCTC agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, EPCTC shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Administrative Services
The manner in which administrative services of the charter school are to be provided. - Education Code Section 47605(h)

The Executive Director will assume the lead role and responsibility for administering the Charter School under the policies adopted by the Board. EPCTC will outsource some of these functions to an appropriately, qualified third-party contractor, such as EdTec who specializes in implementing school business practices and has the expertise to carry out these administrative functions. EdTec works with over 300 charter schools around the state and nationally to provide business consultation and support to the Executive Director. The Executive Director overseed the work of the business services company, which handles all back-office business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration. The company works with the Charter school to ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, attendance reporting, and payroll/benefits reporting. The company also assists Escuela Popular staff and board on business issues that arise during the year, financial modeling of programs, and others. The company helps the Executive Director and the Board create and monitor the annual budget and provides monthly financials, cash flow projections and analyses. EdTec has worked with the Board and staff to establish appropriate fiscal controls, consistent with industry practice, such as distributed responsibilities related to invoice and check signing approvals and careful cash management policies. EdTec shall provide timely submissions of requests for information from the Charter School or chartering authority,

At any time, the Charter School may discuss the possibility of purchasing administrative services from the District or County. If the District or County is available and willing to provide such services, the specific terms and cost for these services will be the subject to a Memorandum of Understanding between the Charter School and the District or the County, or other mutually agreeable contract.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. - Education Code Section 47605(h)

The Charter School shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California

Revenue and Taxation Code Section 23701(d). The Charter School shall provide additional 501(c)(3) fiscal reports as required for the nonprofit public benefit corporation.

Pursuant to the Education Code Section 47604(d), an authority that grants a charter to a Charter School operated by or as a nonprofit public benefit corporation shall not be liable for the debts and obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the district in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the district shall not be liable for the operation of the Charter School. Further, the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of comparable size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Indemnity

Escuela Popular Del Pueblo, Inc. shall defend, indemnify and hold harmless the District, its employees and agents from all claims, actions or penalties arising out of the performance of the charter, except in those instances where there is active negligence or willful misconduct by the district, its employees, or agents.

Term of Charter

The term of this Charter shall be July 1, 2026 – June 30, 2031.

Amendments

EPCTC may present a petition to materially amend the charter at any time, and ESUHSD agrees to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code 47605 or its successors.

Renewal

EPCTC may present a petition to renew the charter at any time prior to expiration. The Charter School should present the renewal request no later than 120 days prior to the

expiration of the charter. ESUHSD agrees to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code 47605 or its successors. Charter renewals will be for five year periods.

Revocation

EPCTC and ESUHSD agree to act in good faith with regard to the continuation of this charter. The charter granted pursuant to this Petition may be revoked by the District if the District finds that Escuela Popular did any of the following:

1) Committed a material violation of any of the conditions, standards, or procedures set forth in this Petition.
2) Failed to meet or pursue any of the student outcomes identified in this Petition.
3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
4) Violated any provision of law.

If the grounds for revocation are alleged, the governing board of the District agrees to notify the Escuela Popular del Pueblo Board and to grant reasonable time and opportunity to respond and take appropriate corrective action prior to revocation of the charter unless the District determines, in writing, that the violation constitutes a severe and imminent threat to the health and safety of the students.

Budget Development/Fiscal Reports/Audit

The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. - Education Code Section 47605(h)

Attached as appendices, please find the following documents:

- Multi-Year Budget Projection with Cash Flow and LCFF Calculator (See Appendix 34.)

These documents are based upon the best data available to the EPCTC petitioners at this time. EPCTC shall provide reports to the District and Santa Clara County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.

2. By July 1, an LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of EPCTC's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education, and the Santa Clara County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

5. September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all receipts and expenditures for the preceding fiscal year.

EPCTC shall provide reporting to the District as required by law and as requested by the District including but not limited to the following California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports (See Appendix 35 P-2 Attendance Report), all financial reports required by Education Code Sections 47604.33 and 47605(m), the SARC, and the LCAP.

Revenue Flow
EPCTC will work cooperatively and collaboratively with the CDE, ESUHSD (sponsoring district) and the SCCOE personnel to achieve a direct revenue flow from CDE to EPCTC. Funds transferred directly from CDE to EPCTC will be transferred to the Charter School account in the Santa Clara County treasury by SCCOE in the most expeditious manner possible.

Purchasing and Contracting
Escuela Popular del Pueblo has adopted Financial Policies and Procedures that detail the procedures the school will follow for purchasing and contracting.

Attendance Accounting
Attendance accounting procedures will satisfy CDE, SCCOE, and ESUHSD requirements. Official registers will be completed on a monthly basis, documenting the month's attendance.

Financial Services
Policy is set by the Board of Directors, and day-to-day operations will be carried out by the Executive Director and staff. The accounting system will adhere to Generally Accepted Accounting Principles, and there will be adequate internal controls within the system. Business consultation and support to the Executive Director may be provided by an outsourced school business services company. The Executive Director will oversee the work of the business services company, which will handle the timely and appropriate reporting regarding budget, attendance, etc. Reporting will be implemented in accordance with specific agreements between the school and the sponsoring district and in compliance with applicable law.

Instructional Start Date for General Purpose Revenue
Escuela Popular acknowledges that it must commence operations by September 30 to be eligible for that fiscal year's ADA-based state general purpose revenue.

Communications Clause
All correspondence from the charter-granting agency should be mailed via the U.S. Postal Service to:

Patricia Reguerin
Executive Director Escuela
Popular 149 N. White Road
San Jose, CA 95127

District Impact Statement
***Potential civil liability effects, if any, upon the school and upon the District.* - Education Code Section 47605(g)**

Conclusion
Escuela Popular/Center for Training and Carers, Family Learning Center's charter renewal petition merits renewal under the applicable legal standards under the Charter Schools Act, and as a DASS school under the standards articulated in Education Code Section 47607(c)(7), the chartering authority should approve the renewal charter for a period of five years.

By approving this charter renewal petition, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve student learning, create new professional opportunities for teachers, and provide students with expanded choices in education and following the directive of law to encourage the creation of Charter Schools. By approving this charter renewal petition, the District will be considering EPCTC's schoolwide and student subgroup performance on the state and local indicators on the California School Dashboard including academic achievement in ELA, academic achievement in math, and EL progress. In regard to the community impact, EPCTC is a well-established Charter School that has been serving students in East San Jose since 2004 so it will not substantially undermine existing District services, academics, or program offerings. The Petitioner looks forward to EPCTC's continued autonomous operation, pursuant to rigorous standards of accountability, while also working cooperatively with the District as a partner in ensuring that historically disadvantaged adult students living in this region have the opportunity to obtain an education at a school that best meets their needs. To this end, EPCTC pledges to work cooperatively with the District to address any concerns regarding this document, or any aspect of the Charter School's program, in furtherance of its petition to renewal of Escuela Popular's charter and to present the strongest possible proposal requesting a five (5) year term from July 1, 2026 through June 30, 2031.

Appendix 1: Resolution and Board Minutes Approving Charter Renewal Petition

RESOLUTION OF THE
BOARD OF DIRECTORS OF
ESCUELA POPULAR DEL PUEBLO
A California Nonprofit Public Benefit Corporation

Charter Renewal Petition for Escuela Popular/Center for Training and Careers, Family Learning Center

We, the Board of Directors of Escuela Popular del Pueblo, a California nonprofit public benefit corporation, hereby consent to and adopt the following Resolution:

RESOLVED, the following individual is authorized to take all steps necessary pursuant to their role to seek the approval of the charter renewal petition for Escuela Popular/Center for Training and Careers, Family Learning Center to East Side Union High School District;

RESOLVED, that **Patricia Reguerin** is the "Lead Petitioner" for the Escuela Popular/Center for Training and Careers, Family Learning Center charter renewal petition, and is hereby authorized to sign the Charter Renewal Petition and to take all steps necessary for approval of the same;

NOW, THEREFORE, BE IT RESOLVED, that the Escuela Popular del Pueblo Board hereby submits a charter renewal petition to East Side Union High School District to operate Escuela Popular/Center for Training and Careers, Family Learning Center.

I, **San Juana Ochoa**, certify that the Board of Directors of Escuela Popular del Pueblo on **December 11, 2025** adopted the foregoing resolution, at San Jose, California.

By: San Juana Ochoa

San Juana Ochoa, Board Secretary

Escuela Popular Board of Directors
Special Meeting Minutes
Thursday, December 11, 2025– 3:00PM
149 N. White Rd., San Jose, CA 95127
Additional Call-In Address:
7 Commodore Dr. Emeryville, CA 94608
Zoom
ttps://us02web.zoom.us/j/5512053561?pwd=S0JhS3I3MmZHU01HbFZiaWp3Z2dLdz09&omn= 89290801549
Meeting ID: 551 205 3561
Passcode: EPBM

Board Member	Present	Absent	Board Member	Present	Absent
Pablo Reguerin, Board Chair	X		Maria del Rocio Preciado	X	
Sanjuana Ochoa, Board Secretary	X		Dr. Ellen Middaugh, Treasurer	X	
Dr. Bernard Gifford	X(3:30pm)		Robert Escobar	X	X(4:58pm)
Dr. Sherry Segura	X				

Also in attendance: Patricia Reguerin

I. Call to Order	Time
The meeting was called to order by the Board Chair, Pablo Reguerin.	3:01 pm
II. Roll Call / Attendance	
See above.	3:01 pm
III. Public Comment	
3.1 Non Agenda Public Comment: No Non- Agenda Public Comment	3:01 pm
3.2 Agenda Public Comment: No Agenda Public Comment	3:02 pm
IV. Approve Minutes from December 1, 2025	
Motion: Ellen Middaug Second: Sanjuana Ochoa Vote	3:03 pm

Member	Yay	Nay	Abstain	Absent
Reguerin	x			
Ochoa	x			
Gifford				x
Segura	x			
Preciado	x			
Escobar			x	
Middaugh	x			

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V. Discussion & Action		
5.1 Financial Update	Anita Amoh from Edtec provided the financial update on the following: EPCTC Petition Budget 1st Interim Report	3:05 pm
5.2 Approve FY25-26 1st Interim Financial Report for EPAFLC and EPCTC	Motion: Sherry Segura Second: Ellen Middaugh Vote	3:17 pm

Member	Yay	Nay	Abstain	Absent
Reguerin	x			
Ochoa	x			
Gifford				x
Segura	x			
Preciado	x			
Escobar	x			
Middaugh	x			

5.3 Approve Organization and Budget Realignment	Ellen Middaugh presented on the organization and budget realignment. Motion: Robert Escobar Second: Sanjuana Ochoa Vote	3:19 pm

Member	Yay	Nay	Abstain	Absent
Reguerin	x			
Ochoa	x			
Gifford				x
Segura	x			
Preciado	x			
Escobar	x			
Middaugh	x			

5.4 Approve EPCTC Charter Renewal Petition	Olivia Cortes, Principal, presented on the EPCTC charter renewal petition. Motion: Ellen Middaugh Second: Sanjuana Ochoa Vote	3:33 pm

Member	Yay	Nay	Abstain	Absent
Reguerin	x			
Ochoa	x			
Gifford	x			

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	Segura	x				
	Preciado	x				
	Escobar	x				
	Middaugh	x				

5.5 Approve Material Revision for EPAFLC &EPCTC — 3:54 pm

Motion: Ellen Middauh
Second: Bernie Gifford
Vote

Member	Yay	Nay	Abstain	Absent
Reguerin	x			
Ochoa	x			
Gifford	x			
Segura	x			
Preciado	x			
Escobar	x			
Middaugh	x			

VI. Consent Agenda

6.1 Approve Ethnic Studies Curriculum: Integration of Ethnic Studies into Spanish Courses
6.2 Approve 2025-2026 Safety Plan — 3:56 pm

Motion: Sherry Segura
Second: Bernie Gifford
Vote

Member	Yay	Nay	Abstain	Absent
Reguerin	x			
Ochoa	x			
Gifford	x			
Segura	x			
Preciado	x			
Escobar	x			
Middaugh	x			

VII. Closed Session

Break — 3:57

7.2 Section 54957: Public Employee Discipline/or dismissal/ release.
Pablo Regueirn and Sanjuana Ochoa recuse themselves @ 4:05 — 4:05 pm

7.1 Conference with Legal Counsel- Anticipated Litigation, significant exposure to litigation pursuant to Paragraph(2) or (3) of subdivision (d) of Section 54956.9 (three cases) — 5:50 pm

VIII. Report Out of Closed Session on Any Action Taken

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7.2 Disinterested board members voted to approve the response to the district regarding the Notice of Concern dated 11/13/2025. The vote was 4-0-0 at 5:08 pm, *with the following board members voting yes: [GIFFORD, SEGURA, PRECIADO, MIDDAUGH]. There were no directors voting no and no directors abstaining. One director was absent: ESCOBAR.* Robert Escobar left at 4:58 PM **7.1 The EP board approved the response at our December 11, 2025 meeting and the following action was read aloud in open session: *The Board of Directors voted to approve the responses to the Notice of Concern: Brown Act Violations [Alleged Violations] issued by the East Side Union High School District for both Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers, including associated evidence, and directed the board chair to deliver these responses and associated evidence to the East Side Union High School District by the district deadline. The vote was 6-0, with the following board members voting yes: [REGUERIN, GIFFORD, SEGURA, PRECIADO, OCHOA, MIDDAUGH]. There were no directors voting no and no directors abstaining. One director was absent: ESCOBAR.*** **7.1 The EP board approved the response at our December 11, 2025 meeting and the following action was read aloud in open session: *The Board of Directors voted to approve the responses to the Notice of Concern: Instructional Calendar and Minutes Reporting issued by the East Side Union High School District for both Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers, including associated evidence, and directed the board chair to deliver these responses and associated evidence to the East Side Union High School District by the district deadline. The vote was 6-0, with the following board members voting yes: [REGUERIN, GIFFORD, SEGURA, PRECIADO, OCHOA, MIDDAUGH]. There were no directors voting no and no directors abstaining. One director was absent: ESCOBAR.***	6:19 pm
IX. Adjournment		
9.0 Adjournment	The meeting was adjourned at 6:23 pm.	6:23 pm

Board Approved on :

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Appendix 2: Certification of Charter Renewal Petition

Renewal Petitioner Certification Form

(TO BE USED FOR RENEWAL OF An EAST SIDE UNION HIGH SCHOOL DISTRICT-AUTHORIZED CHARTER)

This form constitutes the petitioner's signed certification that the petitioner deems the petition to be complete for purposes of commencing the timelines, as specified in Education Code §47605(b).

(MUST BE COMPLETED AND SIGNED BY PETITIONER)

Instructions to Lead Petitioner
1. Complete the ESUHSD Charter Renewal Review Matrix Form (including petition page numbers).
2. Complete and sign this Petitioner Certification Form.
3. Submit completed & signed Petitioner Certification Form, Matrix, budget documents, and all other required documents with the charter petition to ESUHSD Charter Schools Department.

(A) The petition includes a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and has been updated as necessary to reflect the current program offered by the charter school.	☒YES ☐ NO
(B) The petition contains academic performance data of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for the most recent preceding two years and any/all other data, plans, or information necessary to support renewal.	☒YES ☐ NO
(C) The dashboard data is not available for the most recently completed year(s) before renewal, and the petition contains verifiable data related to the dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system for the most recent academic year.	☒YES ☐ NO
(D) The petition includes a redlined version indicating all changes to the petition from when the petition was originally granted or last renewed. The petition packet includes 2 hard-copy versions and 1 electronic (pdf) version, including an Excel spreadsheet of the budget, and an executive summary of the changes from the current charter.	☒YES ☐ NO

I hereby certify in accordance with Education Code Section 47605(b) that the attached petition, including any appendices and attachments, is deemed complete and the terms of this certification form are true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the charter to denial or revocation if later discovered and the omission/inaccuracy is material.

Name of Charter School:

Escuela Popular/Center for Training and Careers, Family Learning Center

Name & Title of Lead Petitioner	DATE	Signature of Lead Petitioner
Patricia Reguerin, Executive Director	12/11/25	

Name & Title of ESUHSD Personnel Receiving Petition	DATE	Signature of ESUHSD Personnel Receiving Petition

Appendix 3: Partnership Agreement

CONTINUATION AND SIXTH AMENDMENT TO PARTNERSHIP AGREEMENT BETWEEN ESCUELA POPULAR/CENTER FOR TRAINING & CAREERS FAMILY LEARNING CENTER, THE CITY OF SAN JOSE AND CENTER FOR TRAINING & CAREERS

This CONTINUATION and SIXTH AMENDMENT TO THE PARTNERSHIP AGREEMENT is by and between the Escuela Popular/Center for Training & Careers Family Learning Center Charter High School, a California public charter school (EP/CTC), the City of San Jose, a municipal corporation (City) on behalf of work2future (San Jose Silicon Valley Workforce Development Board), and the Center for Training & Careers, Inc. a California non-profit corporation (CTC) in connection with its Workforce Development Program, collectively referred to as the "Parties".

RECITALS

WHEREAS, on September 7, 2004, the Parties entered into an agreement entitled "Partnership Agreement" (AGREEMENT); and

WHEREAS, on August 3, 2010, the Parties entered into a Continuation and First Amendment to Partnership Agreement to continue the term through June 30, 2012, amend the Nondiscrimination term, and add the Debarment and Suspension Certification; and

WHEREAS, on October 17, 2012, the Parties entered into a Continuation Agreement to Partnership Agreement to continue the term through June 30, 2013; and

WHEREAS, on September 4, 2013, the Parties entered into a Second Amendment to Partnership Agreement to extend the term of the Agreement through June 30, 2015 to deliver educational and vocational services to adults 20 years of age and older; and

WHEREAS, on November 9, 2015, the Parties entered into a Continuation and Third Amendment to Partnership Agreement to continue the term through June 30, 2017 and include a reference to the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, on June 28, 2017, the Parties entered into a Fourth Amendment to Partnership Agreement to continue the term through June 30, 2020; and

WHEREAS, on June 12, 2020, the Parties entered into a Fifth Amendment to Partnership Agreement to continue the term through June 30, 2024; and

NOW, THEREFORE, the Parties agree to further amend the amended and continued Partnership Agreement as follows:

Section 1. The term of the amended and continued Agreement, originally July 1, 2004 through June 30, 2024 is extended through June 30, 2031.

Section 2. All of the terms and conditions of the amended and continued Agreement not specifically modified by this Sixth Agreement shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM:

Attorney
Shevata Kumar
Assoc Deputy City Atty U
shevata.kumar@sanjoseca.gov

Shevata Kumar
Email: shevata.kumar@sanjoseca.gov
Date: 08/25/2025 PDT

By: _____
Shevata Kumar
Associate Deputy City Attorney

CITY OF SAN JOSE, a municipal corp.

Sarah Zarate
Email: sarah.zarate@sanjoseca.gov
Date: 08/26/2025 PDT

By: _____
Sarah Zarate
Director

CENTER FOR TRAINING & CAREERS INC
a California non-profit corporation

Rose Amador
Email: roseamador@aol.com
Date: 08/25/2025 PDT

By: _____
ROSE AMADOR
President/CEO

ESCUELA POPULAR/CENTER FOR TRAINING & CAREERS FAMILY LEARNING CENTER CHARTER HIGH SCHOOL, a California public charter school

Email: patricia@escuelapopular.org
Date: 08/25/2025 PDT

By: _____
PATRICIA REGUERIN
Executive Director

SIXTH AMENDMENT EP-CTC CAO Review SKK 08152025

Created:	**08/25/2025**
Status:	Signed
Transaction ID:	fb2596a9-e208-4c9e-b431-c98511d3757e

"SIXTH AMENDMENT EP-CTC CAO Review SKK 08152025" history

Jessica Lowry created the document
08/25/2025 2:14:08 PM PDT

Document was emailed to Patricia Reguerin
08/25/2025 2:14:09 PM PDT

Patricia Reguerin opened the document
08/25/2025 2:22:04 PM PDT

Patricia Reguerin signed the document
08/25/2025 2:23:18 PM PDT

Document was emailed to Rose Amador
08/25/2025 2:23:21 PM PDT

Rose Amador opened the document
08/25/2025 2:38:00 PM PDT

Rose Amador signed the document
08/25/2025 2:38:18 PM PDT

Document was emailed to Shevata Kumar
08/25/2025 2:38:21 PM PDT

Shevata Kumar opened the document
08/25/2025 2:52:14 PM PDT

Shevata Kumar opened the document
08/25/2025 2:52:24 PM PDT

Shevata Kumar signed the document
08/25/2025 2:53:02 PM PDT

Document was emailed to Sarah Zarate
08/25/2025 2:53:05 PM PDT

Sarah Zarate opened the document
08/26/2025 8:13:03 AM PDT

Sarah Zarate signed the document
08/26/2025 8:13:13 AM PDT

Document was successfully signed and filed
08/26/2025 8:13:14 AM PDT

Appendix 4: Letters of Support

Ma Magdalena Nieto Torres
English & ELD Teacher
Escuela Popular
magdalenanieto@escuelapopular.org
October 16, 2025

To the East Side Union High School District Board Members:

I am writing to express my strong support for Escuela Popular and to clarify that I am a fully credentialed teacher in compliance with Education Code requirements.

My name is Ma Magdalena Nieto Torres, and I have been part of Escuela Popular for more than twenty years, first as a student and now as a teacher. I began studying at Escuela Popular in 2005, graduated from its high school program, and soon after joined the staff as a teacher assistant. That opportunity changed my life and inspired me to pursue higher education and professional growth.

In 2021, I earned my California Single Subject Teaching Credential, Bilingual Authorization, and Master's in Education from Santa Clara University. I have since cleared my credential and am currently working to add additional authorizations in English and Social Science. I currently teach English and English Language Development (ELD) to our youth program students.

I want to affirm that I am in full compliance with all credentialing and Ed Code requirements expected of public school teachers in California. Escuela Popular has consistently supported me and many other educators in earning and maintaining our credentials. The school has made significant efforts to ensure that all teaching staff meet state standards, including transitioning to an entirely credentialed teaching team this school year.

As someone who has grown within this community, from student to educator, I can attest to the dedication and integrity with which Escuela Popular serves its students. The school continues to uphold the vision of its founder, Maestra Lidia Reguerin, by providing quality education and meaningful opportunities for youth and adults alike.

I strongly believe that the recent order of violation does not reflect the true state of compliance and commitment present within our school community. Escuela Popular is fulfilling its mission and meeting the educational standards expected of a charter school under the East Side Union High School District.

I stand in full support of Escuela Popular and its continued efforts to provide equitable, high-quality education to the community it serves with love and dedication.

Sincerely,
Ma Magdalena Nieto Torres
English & ELD Teacher
Escuela Popular

To: The Honorable Trustees of East Side Union High School District Board

Dear Superintendent Vander Zee and Esteemed Members of the Board of Trustees,

My name is Gloria Berenice Castro Barreras, and I am a proud graduate and longtime employee of Escuela Popular. I first came to this school as a student in 2006 and became an employee in 2008. I have since then had the honor of serving as part of the team that continues to carry forward its mission. I am writing to express my strong and heartfelt support for the renewal of Escuela Popular Center for Training Careers.

Escuela Popular has been more than just a school to me, it has been a place of transformation, empowerment, and opportunity. It was here that I discovered the power of education and the strength of community. This institution's dedication to bilingualism, inclusion, and lifelong learning has not only shaped the lives of its students but has also built a legacy of hope and perseverance for families.

Since joining the staff in 2008, I have had the privilege of serving in various roles that have deepened my understanding of how education changes lives. Every day, I witness the same care, commitment, and belief in human potential that once inspired me as a student. Escuela Popular's mission to uplift and empower through education continues to live in every classroom, every teacher, and every student who walks through its doors.

I am currently pursuing my Bachelor of Science in Data Science at San José State University, an achievement I never imagined possible without the encouragement and example of our founder, Maestra Lidia. Her vision of education as a pathway to dignity and growth continues to guide me, as it does so many others whose lives have been transformed by this remarkable school.

Escuela Popular is not only an educational institution; it is a community, a family, and a home for all who seek a better future. Its impact reaches far beyond academics, it builds confidence, nurtures leadership, and creates lasting change.

For these reasons, I respectfully and strongly urge the East Side Union High School District Board of Trustees to approve the renewal of Escuela Popular Center for Training Careers's charter. This renewal will ensure that many more students and families have access to the same transformative opportunities that changed my life and continue to strengthen our community.

Thank you for your time, your leadership, and your dedication to equitable and life-changing education.

With sincere gratitude and respect,
Gloria Berenice Castro Barreras
Compliance Manager
Escuela Popular

To: The Honorable Trustees of East Side Union High School District Board

Dear Superintendent Vander Zee and Esteemed Members of the Board of Trustees,

My name is Magali Tapia, and I am a proud homegrown educator and graduate of Escuela Popular. I began my educational journey at Escuela Popular in 2002, and today I have the privilege of serving as a teacher within the same institution that once gave me the opportunity to learn, grow, and realize my potential. I am writing to express my strong and unwavering support for the renewal of Escuela Popular's charter.

Escuela Popular is a transformative educational community that provides high-quality, bilingual, and inclusive learning experiences for students of all ages. The school's mission extends beyond academics; it is deeply rooted in social responsibility, cultural pride, and community empowerment. Through its innovative and comprehensive programs, Escuela Popular has created meaningful pathways for hundreds of individuals and families to pursue education, strengthen their skills, and improve their quality of life.

The school offers classes that address the real needs of our community and promote lifelong learning. In addition, Escuela Popular provides vital support such as childcare for parents continuing their education. This holistic model allows students to thrive academically while building stability and confidence in their personal lives.

My own story reflects the profound impact of this institution. When I first came to Escuela Popular, I had never attended formal schooling in my home country, not even elementary school and my surprise was that this school gave me the tools, guidance, and confidence to change the course of my life. Since graduating from Escuela Popular, I have continued to receive mentorship and encouragement from the Escuela Popular community, which has enabled me to advance my studies and cultivate my love for teaching. I am now completing my teaching credential and master's degree in social studies at Santa Clara University, achievements that were once unimaginable without the foundation provided by this school.

As both an educator and a parent of an Escuela Popular student, I witness daily the transformative power of this learning environment. My son is bilingual, confident, and proud of his cultural identity. He is thriving academically and personally, a direct reflection of the school's commitment to transforming lives.

Escuela Popular exemplifies what public education should be: equitable, innovative, and deeply connected to the community it serves. Its continued success benefits not only its students but entire families.

For the reasons mentioned above, I respectfully and strongly urge the East Side Union High School District Board of Trustees to approve the renewal of Escuela Popular's charter. Doing so

will allow this exceptional institution to continue fulfilling its mission of academic excellence and community transformation for years to come.

Thank you for your time, your leadership, and your commitment to providing equitable educational opportunities for all students.

With sincere appreciation and respect,
Magali Tapia
Teacher and Former Student, Escuela Popular

David Tenisi
1296 Garden Street
East Palo Alto, Ca, 94303
dtenisi28@gmail.com
10/08/2025

To Whom It May Concern:

I am writing this letter in strong support of the renewal of Escuela Popular. As a parent whose toddler attends the onsite daycare, I cannot express enough gratitude for the care, support, and opportunities this program has provided for both my child and our family.

From the moment we enrolled, the staff have gone above and beyond to create a nurturing, safe, and developmentally rich environment. It is evident every day that the caregivers truly love what they do — they treat each child with patience, compassion, and individualized attention. My daughter lights up each morning when we arrive, and as a parent, there is no greater comfort than knowing she is in such capable and caring hands.

Beyond the excellent daily care, this program has been life-changing for our family. The fact that the daycare is free and located onsite has lifted a tremendous financial and logistical burden. It allows me to focus fully on my work and education, knowing my daughter is nearby and thriving. This support has not only benefitted our family financially but also emotionally and academically — something that would not have been possible without this school's dedication to supporting parents and children alike.

I wholeheartedly believe that Escuela Popular plays a vital role in strengthening families, empowering parents, and giving young children a strong, loving start in life. The staff's professionalism, the program's quality, and the genuine sense of community are unmatched. Our family's experience has been overwhelmingly positive, and I strongly urge the renewal of this exceptional program so that other families can continue to benefit from the same opportunities we have been so fortunate to receive.

With deep gratitude,

David Tenisi

San Jose, Ca.
October 7, 2025.

A quien corresponda:

Reciba un cordial saludo.

Por medio de la presente, deseo expresar mi más profundo agradecimiento hacia esta maravillosa institución educativa que tanto ha aportado a la vida de mi hijo y a la mía. Desde el primer día, encontramos un ambiente lleno de respeto, amabilidad y calidez humana, donde cada miembro del personal demuestra su compromiso, vocación y cariño por las familias que formamos parte de esta comunidad.

Agradezco sinceramente todas las oportunidades que nos brindan, especialmente a quienes, como yo, buscamos superarnos académicamente mientras formamos a nuestros hijos. Esta escuela nos abre las puertas a todos los latinos, ofreciéndonos no solo programas educativos de calidad, sino también un apoyo invaluable que incluye cuidado de niños, preparatoria para adultos y programas después de escuela.

Este programa después de clases ha sido de gran ayuda, ya que permite que los niños estén en un espacio seguro, entretenido y educativo mientras nosotros los adultos continuamos con nuestros estudios sin preocupación. Mi hijo disfruta muchísimo estar ahí; se siente feliz, acompañado y motivado. Me llena de alegría ver que cada mañana se levanta contento por ir a la escuela, y que incluso en los días de descanso desea regresar.

También quiero reconocer la dedicación y profesionalismo del personal que atendió a mi hijo desde que tenía tres años en la guardería.Siempre recibió una atención amorosa y responsable, lo que me dio la tranquilidad necesaria para avanzar en mi propio aprendizaje.

Gracias de corazón por abrir sus puertas, por brindar apoyo con tanto respeto y empatía, y por ser un ejemplo de inclusión, educación y amor por el servicio. He aprendido mucho, he crecido académicamente y me siento profundamente agradecida y orgullosa de pertenecer a esta gran comunidad educativa que es Escuela Popular.

Con aprecio y gratitud, Daniela Guerra.

To whom it may concern:
Greetings.

Through this letter, I wish to express my deepest gratitude to this wonderful educational institution, which has contributed so much to my son's life and mine. From day one, we found an environment filled with respect, kindness, and human warmth, where each staff member demonstrates their commitment, dedication, and affection for the families that make up this community.

I sincerely appreciate all the opportunities you provide, especially to those of us who, like me, seek academic advancement while raising our children. This school opens its doors to all Latinos, offering not only quality educational programs but also invaluable support that includes childcare, adult high school, and after-school programs.

This after-school program has been a great help, as it allows children to be in a safe, entertaining, and educational space while we adults continue our studies without worry. My son really enjoys being there; he feels happy, supported, and motivated. It fills me with joy to see him wake up excited to go to school every morning, and even on his days off, he wants to go back.

I also want to acknowledge the dedication and professionalism of the staff who cared for my son since he was three years old at the daycare. He always received loving and responsible attention, which gave me the peace of mind I needed to continue my own learning.

Thank you from the bottom of my heart for opening your doors, for providing support with such respect and empathy, and for being an example of inclusion, education, and a love for service. I have learned so much, I have grown academically, and I feel deeply grateful and proud to belong to this great educational community that is Escuela Popular.

With appreciation and gratitude, Daniela Guerra.

October 10,2025

To the Honorable East Side Union Board of Trustees and Superintendent Glenn Vander Zee,

I want to express my deepest gratitude to Escuela Popular for taking care of my son. It is truly a pleasure to be part of the Escuela Popular community. While I attend my classes, I feel at peace knowing my child is in the childcare program, learning new routines and discipline.

Being part of Escuela Popular is a wonderful opportunity. The adult program gives mothers like me the chance to continue our education while receiving support with childcare — a service that many other schools in the county do not offer. For this reason, I deeply value Escuela Popular and support the renewal process. We need more schools like Escuela Popular.

With gratitude,

Micaela Ceja Avila

***

10 de octubre del 2025

A los Honorables Miembros de la Mesa Directiva del Distrito East Side Union y al Superintendente Glenn Vander Zee:

Quiero expresar mi más profundo agradecimiento a Escuela Popular por cuidar de mi hijo. Es verdaderamente un placer ser parte de la comunidad de Escuela Popular. Mientras asisto a mis clases, me siento tranquila sabiendo que mi hijo está en el programa de cuidado infantil, aprendiendo nuevas rutinas y disciplina.

Ser parte de Escuela Popular es una maravillosa oportunidad. El programa para adultos brinda a madres como yo la posibilidad de continuar nuestra educación mientras recibimos apoyo con el cuidado de nuestros hijos, un servicio que muchas otras escuelas del condado no ofrecen. Por esta razón, valoro profundamente a Escuela Popular y apoyo el proceso de renovación. Necesitamos más escuelas como Escuela Popular.

Con gratitud, Micaela Ceja Ávila

October 10, 2025

To: The Honorable East Side Union Board of Trustees and Superintendent Glenn Vander Zee.

My name is Miguel Angel Gomez, I am writing in support of Escuela Popular Bilingual Academy in San Jose, CA. I graduated from Escuela Popular in 2023 obtaining my High School Diploma. I want to share the amazing support that was given to me at Escuela Popular. I had a head injury in 2020 that put me in a coma for three months and one year in bed unable to perform adequately. After that year an idea came to my head consisting in continuing my education. My mother feared that stepping back into the world on my own could be complicated.

This all changed when the intake counselor at Escuela Popular spoke to my mother and assured her there was nothing to be fearful of, as the support at Escuela Popular is excellent and they would be there for me if I needed anything. Thanks to this conversation with my mother, I was able to attend Escuela Popular. This was only the beginning, gradually the support I got helped me tremendously and that is what makes Escuela Popular an incredibly unique educational institution that meets the students where they are and guiding them to aspire to higher education. The teaching style at Escuela Popular is amazing I have studied all my education at the East Side School District since first grade and Escuela Popular has made the impact I have not received at other schools in the district.

Outside the classroom the support is there with different resources available to us to function adequately in this country and be a productive citizen. Escuela Popular is not only educational, but it also helps us to confront the challenges in life. I highly recommend this educational institution without reservation.

Miguel Angle Gomez

669.260.0681

Mavg9966@gmail.com

San Jose, CA.

10/10/2025

A quien corresponda:

Por medio de la presente, deseo expresar mi más sincero reconocimiento y apoyo a Escuela Popular por la gran oportunidad que brinda a las familias de nuestra comunidad.

Estudiar en Escuela Popular ha sido una experiencia muy valiosa para mí, ya que me permite continuar con mi educación mientras mis hijos también estudian en el mismo lugar. Esta oportunidad me ha dado la tranquilidad de saber que ellos se encuentran en un entorno seguro, educativo y lleno de apoyo. Poder verlos durante el día y saber que están bien me motiva a seguir adelante con mis estudios y mis metas personales.

Además, el programa after school ha sido de gran beneficio para mis hijos. A través de sus actividades, ellos han aprendido a ser más independientes, responsables y participativos. He notado un crecimiento importante en su aprendizaje, su confianza y su deseo de seguir estudiando.

Quiero agradecer a todos los maestros, al personal y a la administración de Escuela Popular por su dedicación, compromiso y trabajo en favor de nuestras familias. Su apoyo hace una gran diferencia en nuestras vidas y en el futuro de nuestra comunidad.

Atentamente,

Rosalía Martínez.

Rosalia Martinez.

SANTA CLARA
VALLEY MEDICAL CENTER
Hospital & Clinics

GO PUBLIC!

Mitch Gevelber, MD
Adolescent Medicine
Department of Pediatrics
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750 S. Bascom Avenue
San Jose, CA 95128
408.885.5445
mitch.gevelber@hhs.sccgov.org

9/25/25

Dear Honorable Eastside Union Board of Trustees and Superintendent Glenn Vander Zee,

I am writing this letter on behalf of Escuela Popular del Pueblo (Escuela Popular) to express my complete support for the charter renewal of Escuela Popular Accelerated Family Learning Center& Center for Training Careers.

For the past 15 years or so, I have been a part of the Escuela Popular community as a physician from Valley Medical Center's Valley Homeless Healthcare Program, providing supportive health services to EP students. While I/we are no longer providing services at EP, my support for the program remains strong.

Over the years, I have seen the amazing growth of Escuela Popular's campus, program and students. The youth and families are truly remarkable in their joyous participation in the learning process. It is a wonderful place where all it's students are nurtured in a culturally aware and safe environment, toward meaningful and successful life paths.

As a medical provider specializing in Adolescent Medicine, I am always excited when I meet a student in my clinic who attends Escuela Popular. I know they are receiving a good education, in a supportive, culturally sensitive environment. When I see a youth struggling in a public school, I sometimes recommend the family look toward Escuela Popular as a place which is quiet, safe and respectful.

I believe that East Side I strengthened by having Escuela Popular as a school option. And I know that the students deeply benefit from having Escuela Popular as an option as well.

Mitch Gevelber, MD Cell: 408-690-2106

October 06, 2025

Dear Honorable East Side Union High School District Trustees and Superintendent Glenn Vander Zee,

On behalf of AINAK (All in Need of A Kindness), I am writing to express our complete and enthusiastic support for the charter renewal of the Escuela Popular Center for Training Careers (CTC). Escuela Popular is a vital institution in our community, offering high-quality education, critical support services, and transformative opportunities for students and their families. Through our partnership with Escuela Popular, AINAK has directly witnessed the school's commitment to student well-being and educational equity. As part of our mission to provide free vision screenings, eye exams, and corrective eyeglasses to under-resourced children, we have conducted vision screenings on the Escuela Popular campus. We were impressed not only by the dedication of the administration and staff in facilitating these services, but also by the enthusiastic participation of the students and their families. This collaboration reflects the school's holistic approach to education, addressing academic, social, and health needs to ensure that every student can succeed.

Escuela Popular was founded on the vision and principles of Lidia Reguerin, who believed in creating a nurturing environment where students of all ages could thrive academically while adapting to life in the United States. Today, the school continues to uphold these founding values, helping both young and older students settle into the community, succeed in their education, and feel supported as they navigate new challenges. Escuela Popular's leadership and educators have demonstrated an unwavering commitment to innovation, inclusivity, and excellence. Their efforts extend beyond the classroom to create a supportive environment that fosters students' academic and personal growth. The school's positive reputation and proven track record underscore its vital role in advancing equity and opportunity in our community.

As Escuela Popular Center for Training Careers seeks charter renewal, AINAK wholeheartedly endorses this request. We are confident that with renewal, the school will continue to make a lasting impact on generations of students and families, empowering them to pursue brighter futures.

Please do not hesitate to contact us if you require further information or assistance. We are proud to stand alongside Escuela Popular in its mission and are committed to supporting its continued success.

Thanks,

Poonam Goyal
Founder, Ainak
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Appendix 5: WASC Self-Study, Mid-Cycle Visit Committee Report, Confirmation Letter

Escuela Popular Center for Training Careers
&
Escuela Popular Accelerated Family Learning Centers

ACS WASC/CDE SELF-STUDY REPORT

149 North White Rd
San Jose, CA 95127

March 4-6, 2024

Accrediting Commission for Schools

Western Association of Schools and Colleges

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Introduction

Brief Background of School

Introductory Video of Escuela Popular

Escuela Popular has provided educational services to the San José, California, community since 1986. Escuela Popular developed as a grassroots effort to serve the growing need for English classes. As demand grew, the curriculum of Escuela Popular expanded to include parent education, citizenship classes, history/civics, after-school/youth programs, and English classes. In May 2002, Escuela Popular was granted a charter by the East Side Union School District to operate a family learning center for TK-12 and adult learners seeking a high school diploma. The student population is of Latino heritage, and most students are eligible for the free & reduced-cost lunch program or fall under the federal poverty guidelines. Most of Escuela Popular's students are recent immigrants who are monolingual Spanish speakers.

In 2003, Escuela Popular and the Center for Training and Careers (CTC) came together to create a charter school that combines a challenging, standards-based academic program with relevant job, career, and college-readiness skills for students ranging in ages 18-60+. Escuela Popular/Center for Training and Careers Family Learning Center charter school (EP/CTC) is an extension of Escuela Popular Accelerated Family Learning Center's (EPAFLC) TK-12th grade academy that serves students over the age of 19. These adult students no longer qualify to attend Escuela Popular's TK-12 academy or other comprehensive public schools. Both charter schools are administered by Escuela Popular Del Pueblo, a 501(c)3 public benefit corporation.

From the outset, EPAFLC and EPCTC students' social status and resulting issues have been central to the school's educational approach. Critical issues students face include, but are not limited to, poverty; meals and food insecurity; housing; access to health care; limited or interrupted formal education; language isolation from the dominant culture; immigration issues resulting in insecurities; culture shock resulting in a feeling of disempowerment and dependency; life-threatening travel to the United States resulting in trauma; family separation, which is particularly hard on the youth; and, different academic, language, and social-emotional challenges from U.S. born students. The vision of Escuela Popular is to empower its community through education. Both charter schools, EPAFLC and EPCTC, aim to maintain a family learning environment across the two schools by serving both parents and children. Escuela Popular is committed to providing meaningful learning experiences in a small-school setting to ensure we impact every student's life. Escuela Popular is a community school that is open for extended hours to accommodate students' academic and non-academic

needs. Our school prepares students to attend college or enter the workforce directly into a skilled job.

Escuela Popular realizes that no individual can be successful academically unless these issues are addressed. While the school presents a rigorous education, it does so in a framework shaped by an understanding of students' day-to-day life circumstances. The school offers systematic, Designated, and Integrated ELD programs to meet their immediate need to participate in their learning.

EP/CTC and EPAFLC High School Academies share the same campus in the heart of East San Jose. Although the academies have different charters, they share the same board of directors, management personnel, and teaching staff. Collectively, these programs are popularly called the EP High School Academies. As in the previous self-study, both schools collectively developed the new Self Study.

Collaboration in the Self-Study Process

In the 2023-2024 academic year, Escuela Popular began the self-study process. Escuela Popular formed a core committee for the WASC self-study. The core committee, which consisted of the Executive Director, Principal, and Compliance Manager, met regularly to organize and guide the self-study process. The core committee developed and monitored the timeline, engaged all school staff, gathered input from the school leadership team and focus groups, and reviewed and edited the self-study report. The school leadership team, which consists of the school Human Resource Manager, Business and Operations Manager, Instructional Leader, Student Services Associate Director, SpEd Coordinator, Student Data Manager, Childcare Services Coordinator, Community Relations Advocate, and the core committee, met to review the self-study process and plan the facilitation of focus groups. Focus groups included members from all school departments. Focus groups met from September 2023 through November 2023. Members of the leadership team facilitated each Focus Group. All school staff attended a school-wide meeting to review the self-study process. Focus groups presented their findings and received feedback from other groups in school-wide meetings. The core group and leadership team reviewed demographic data, student achievement data, and input provided by focus groups to write the self-study report.

Annually, student achievement data is reviewed in whole-school meetings during the Local Control and Accountability Plan (LCAP) process. Focus group findings and family and student feedback from surveys are used to select critical student learning needs and develop the school-wide action plan.

Chapter I: Progress Report

Significant Developments and Program Changes

- Student Services Department & Community Schools Grant
- Integration of Technology
- Targeted Professional Development
- Truancy and Chronic Absenteeism Task Force
- Curriculum Adoptions
- Dual Enrollment & Concurrent Enrollment

Student Services Department & Community Schools Grant: For students to be able to concentrate in learning, we have established a robust student services department led by the Student Services Associate Director. The Student Services Associate Director supervises staff responsible for crisis intervention, academic planning and scheduling, resource access, advocacy, student and family engagement, expanded learning, and leadership development. Students can get support in areas such as immigration status, legal intake, conflict resolution, health care, and mental health services. The Principal and Instructional Leaders can meet students' social and emotional needs collaboratively with the student services department. This year, we received the California Community Schools Partnership Program grant to support our efforts to provide wrap-around services to our students and families. This grant has allowed us to expand our services by hiring additional staff to provide necessary support services such as those mentioned above.

Integration of Technology: The School operates in a 100% Google Suite environment. All teachers incorporate the use of technology during instruction. From March 2020 to the present, the school has purchased hundreds of additional Chromebooks and technology to ensure all students have access to a high-quality education. All high school classrooms are currently equipped with a functional Chromebook cart and other technology devices such as document cameras and LCD projectors.

Targeted Professional Development: After the W.A.S.C. visit, Escuela Popular integrated the goals and tasks within their professional development plan. This allowed the goals and critical needs to always be at the forefront of the decisions and work being done. This resulted in a big shift to more targeted professional development. The instructional team created re-occurring targeted professional development sessions. Teaching Learning Communities (TLCs) provide

teachers with opportunities to learn and apply formative assessment strategies. Teachers collaborate with colleagues from various departments to create action plans and complete peer observations on the implementation of the formative assessment strategies learned in these meetings.

Truancy and Chronic Absenteeism Task Force: In the 2022-23 school year, the Truancy and Chronic Absenteeism Task Force was formed to lower the truancy and chronic absenteeism rate of the EPAFLC program. The core group is the Data Manager, Student Services Associate Director, Office Coordinator, and Compliance Manager. Each core member of the task force has a specific role that leads to identifying the truant students and inquiring about the reason for the absences. The task force created a multi-tiered intervention process to work with truant families to support families. (see EP Truancy Process) EPAFLC experienced a decrease in the chronic absenteeism rate on the 2023 CA Dashboard.

Curriculum Adoption: Various curriculums were adopted; these included Edge Fundamentals Curriculum for youth ELD, Integrated Math, and Integrated Science. The impact is the ability for students to access the materials they need and to accelerate their learning in ELD. The science curriculum allowed both new teachers to be aligned and to provide students with a general overview of multiple science domains and build upon it the following year. The new Integrated Math curriculum will allow students to engage in more rigorous and relevant lessons.

Dual Enrollment/Concurrent Enrollment: In the 2022-2023 academic year, Escuela Popular started a partnership with San Jose Community College (SJCC) to offer college classes to our high school students. Through this partnership, a small cohort of high school students started taking Child Development courses that will assist them in earning a certificate in this area. This cohort will be obtaining their certificate in the Summer of 2024. The second pilot program with SJCC and Escuela Popular was launched in the fall of 2023. 34 high school students enrolled in Guide-130, a college readiness course. Out of the 34 students, only four failed the course. Escuela Popular and SJCC are starting a new high school cohort that will be enrolled in college classes for the spring semester. A total of 50 students are projected to enroll in at least two college courses offered by SJCC.

Process to Monitor and Implement Schoolwide Action Plan

The Leadership Team will meet regularly to implement and monitor the School-wide Action Plan. The Principal, Instructional leaders, and department heads meet regularly to monitor progress and ensure the Schoolwide Action Plan is implemented effectively. The educational partner feedback and student achievement data analysis are also used to monitor the implementation and effectiveness of the Schoolwide Action Plan. Department heads,

instructional team, and leadership team all review and contribute towards the progress monitoring and analysis of what is accomplished within the critical areas for follow-up. Since our School Action Plan is aligned with our LCAP goals, both plans are reviewed throughout the academic year.

Progress on Growth Areas from Last Visit

1. Administration and staff explore ways to establish and employ a standardized, systematic use of student performance-based assessments and rubrics in all courses that will provide data to measure the effectiveness of school programs, modify instruction, and result in increased student achievement towards Common Core-aligned learner outcomes.

Departments have dedicated collaborative time to create common authentic assessments with a shared rubric. These assessments have included students' writings, oral presentations, and authentic performance-based and summative assessments. The core academic departments have made further progress in using NWEA and ELPAC data to generate student profiles and then using data analysis to drive academic instruction. The next steps include finalizing common assessments and rubrics for all departments. As these components are established, all departments will continue receiving professional development on analyzing their respective achievement data to guide their instruction further. Overall, the progress has allowed for more alignment within departments and the consistent use of common assessments.

2. Administration and staff create, align, and articulate more rigorous curriculum, such as the additional approval of A-G courses, instructional objectives, appropriate progression mapping, and resources in order to prepare and increase student achievement towards meeting the demands of 21st Century skills and College and Career Readiness goals.

All departments have made progress toward the alignment and articulation of a rigorous curriculum. Seven additional courses were A-G approved in 2022. The Integrated Math 2 and 3 courses have been submitted and approved. The science department has also created a scope and sequence for Biology, Physical Science, Integrated Science 1, and Integrated Science 2. In 2022 all science courses were A-G approved. Submissions for Spanish, art, elective, and social studies courses are in progress. A-G approved courses.

The ELD department has set up seven proficiency categories with percentages to be used across all ELD levels. This alignment allows for a more seamless transition for students. The youth ELD department has adopted the Edge curriculum, preparing students for higher-level language

skills.

Students with IEPs receive 1:1 or group academic support to ensure they are being prepared for the demands of 21st Century skills and college and career readiness.

Overall, progress has been made across departments to align and articulate a rigorous curriculum for students. The next steps include revising and refining courses and drafting and approving the remaining A-G courses.

3. The IT team, administrators, and instructional staff fully implement an online tracking system for students and teachers to monitor mastery of learning goals in order to provide a comprehensive report of students' progress to increase awareness and establish effective student supports to increase student achievement.

Currently, all teachers use PowerSchool Gradebook for final grades. Over 90% of teachers use Google Classroom to post lesson objectives, agendas, collect assignments, and provide students with grades. Students can now check their own progress on Google Classroom. Escuela Popular plans to continue using Google Classroom as an online tracking system for students to gather information on their progress. The next steps are to ensure 100% of teachers are using Google Classroom and its grade book and determine what information is most useful for students to have access to in order to increase their academic success.

4. Administration and staff increase and monitor student retention and community college enrollment by providing resources to support student academics, physical and emotional wellbeing, and socio-economic needs in order to establish a foundation for success and ensure a successful post-high school experience.

This area has been developed significantly since the last self-study. The creation of the Student Services Department has focused on providing support services to families to meet their social and emotional needs. All services to support families and students are aimed at improving attendance and academic achievement. Professional development for staff on how to support students is offered through our Student Services Associate Director. As a result of the creation of the department, partnerships were developed with community-based organizations such as SCC Mental Health Department, Kaiser Permanente, Immigrants Raising, San Jose Police Department, Planned Parenthood, Universidad of California, San Jose State University, and Next Door Solutions to Domestic Violence. These allowed Escuela Popular to provide many seminars and referrals to students with emotional, social, legal, and financial support needs.

5. Administration and staff establish a clear understanding and articulation of curriculum alignment amongst the differing levels of education in middle schools, Escuela Popular, colleges/universities, and technical schools to allow for a smooth and successful transition for

students.

The greatest areas of need for smoother transitions are within the ELD and English 1 courses and core math courses. For this to happen, it is important to continue the use of the math labs and ELD classes to allow for a smooth transition into the high school curriculum. This will continue to be a focus for the team to develop.

6. Administration and staff explore ways to establish systematic tracking of the academic progress of graduating seniors to evaluate the success of the current program and inform academic future decisions to adjust and modify the program and increase the success of graduates.

A Google sheet tracker was created to monitor the progress of English 1 through English 3 students (10th-12th graders) to assist students with their progress and prevent students from withdrawing. This information is also used to analyze students' academic pathways to determine their tentative credits and graduation dates. The academic support team assists students with completing FAFSA and/or Dream Act applications. Additionally, an annual college day and career day are organized to provide students with informational presentations from college representatives and professionals from different sectors. College representatives set up informational tables during college week and students are able to ask questions about their educational offerings. Escuela Popular organizes morning and evening classroom presentations in collaboration with four local community colleges: Evergreen, De Anza, Mission College, and San Jose Community College. This is an ongoing task due to the nature of the ever-changing needs of Escuela Popular students. The academic support team also organizes field trips to local colleges.

In 2023, Escuela Popular organized its first Alumni Breakfast and invited alums to share their educational experiences after their high school graduation. The academic support team plans to organize two annual Alumni Breakfasts to create a bridge between Escuela Popular and its graduated students. These reunions will be used to track college pathways and collect data from alumni about their needs in college and the type of preparation that needs to be provided in high school to be a successful college student.

7. Administration, with support of department chairs, develop a concrete plan to increase teacher competency in technology through training and professional development opportunities in order to integrate technology strategically into all content classrooms and ensure that it enhances instructional outcomes for student learning.

Google Classroom is the main teaching platform alongside other support online learning tools

such as Noredink for grammar practice, Newsela for reading support at Lexile levels, Google Slides and Jamboard for student collaboration and summative projects, video editing and recording, typing websites, etc. Departments worked together to troubleshoot common challenges with online platforms and the delivery of instruction on Google Classroom. Additionally, instructional leaders worked with teachers to provide one-on-one or small group training to assist with the quick transition to online learning for flexible learning. Once Escuela Popular was able to resume in-person instruction, the instructional team continued implementing the technological tools used during online learning. Additional technology assets were purchased, and now all classrooms are equipped with Chromebook carts.

8. Administration and staff explore ways to develop student competency in the effective use of technology.

Initially, this was a focus area for predominantly English 1 students and above, but with COVID-19 campus closures, there was a need to pivot quickly. Initially, teachers modeled how to use Google Suite and the various educational applications. As they saw the need, instructional staff offered various training for students and families over the summer. At the start of the school year, all students were asked to transition onto Google Classroom. Teachers provided direct support with Google Suite and the various educational applications depending on the grade level. All staff were provided with videos of how to use Google Suite applications and the school-adopted educational applications. Teachers shared these with students and families. ELD students had the greatest learning curve, but teachers learned alongside them and have made the transition to Google Classroom. The following steps are to continue practicing and teaching new instructional staff and students how to access the online platforms and applications. As students move within the content areas, they will need to learn the subject-specific application. This will remain an ongoing area for follow-up.

9. Administration and staff explore additional avenues to generate revenues for a consistent allocation of funds for the charter schools in order to increase student achievement.

The school largely generates revenues through average daily attendance and LCFF supplemental funds. In the last three years, the school has received one-time funding such as the A-G Completion Improvement grant, Learning Recovery grant, Arts, Music, & Instructional Materials funding to provide additional support staff for smaller class sizes, purchase additional technology, and hire additional teacher assistants. Last year, we received the Community Schools Grant to expand our wrap-around services to students and families.

10. The leadership team explores partnerships with their sponsoring districts, as well as other charter schools, to provide rich technology infrastructure for students and staff.

Over 100 Lenovo laptops were purchased for teachers and other staff members, and six Elmo document cameras and five Chromebook carts were added to be used in rooms 105, 106, 107, 201, and 503. New Chromebooks replaced the computers in the computer lab with new monitors, keyboards, and mice, and a new printer was added to the computer lab. These purchases were made to provide teachers and staff with strong technology infrastructure. While this was a substantial improvement from when the last self-study was done, it will be an evolving task as technology continues to change.

11. Administration and staff investigate avenues to hire a social-emotional counselor to meet the diverse needs of their students.

The Student Services Associate Director and the Student Services department have provided direct support services to all families and students and built strong relationships with outside health and wellbeing organizations to work with the Escuela Popular community. Escuela Popular created programs and services to work with families, students, and staff on extending support in nurturing well-being, health, financial assistance, food/nutrition, and immigration. Additionally, Escuela Popular built internal capacity from the leadership team to teachers on emotional intelligence and self-mastery. The Student and Family Associate Director has been completing a needs assessment whenever new youth high school students enroll in our program. The data obtained from this assessment is used to identify the support system that needs to be in place for each student. The next step is to investigate how to best gather data on the social-emotional needs of all students and how to provide impactful support.

Chapter II: School Profile and Supporting Data and Findings

See the introduction for a synopsis of our school and the self-study approach, and refer to Chapter 3, Category A, for our mission, vision, and learner objectives for the entire school for more details.

EPAFLC & EP/CTC Academic Program

Escuela Popular's High School academic program is intentionally designed to meet the needs of immigrant students who work, are parents, and are English learners.

- During registration, students take an English and Math placement exam
- Level-appropriate intensive and explicit ELD instruction is offered to EL students
- Block scheduling is used in which 150 minute periods of intensive study are offered for ELD intruction, and 120 minute periods for ELA instruction
- Year long ELD study courses are divided into approximately 9 ½ week modules
- Summative assessments are administered quarterly and mastery of expected outcomes determine promotion to the next level
- Spanish is used strategically in all courses to support comprehension of concepts and used as an asset (Translanguaging)
- Spanish for Spanish Speakers is offered to target literacy gaps in the primary language and to facilitate learning of the second language
- Quarterly Math courses range from Integrated Math 1 to Integrated Math 3
- Extended school year and day for students
- Summer session is offered to all students

Upon arrival, ELD students are automatically classified as 9th grade for students whose EP is their first US school. They may spend at least two years at that level, which accounts for many students in the 9th grade. They receive designated basic ELD instruction in English and math labs at this level that prepare them for core courses. After completing ELD course sequence and English 1, they are promoted to 10th grade. Since it takes students two years to master basic ELD and basic Math, in accordance with the academic design and response to students' needs, there will always be a high number of students in the 9th grade.
The following graphs describe Escuela Popular Accelerated Family Learning Center and Escuela Popular/Center for Training Careers Family Learning Center's student population.

High School Progression Example

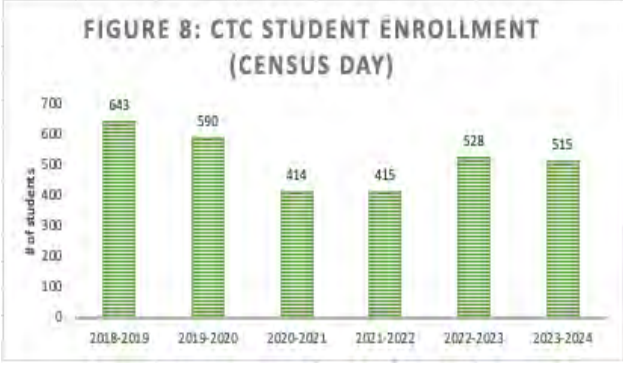
Grade 9 "Pre"	Grade 9	Grade 10	Grade 11	Grade 12
• ELD 1A-3B • ELD 1/2 • Integrated Math or Math Lab • Physical Education • Elective • Foreign Language or Art	• English 1 • Integrated Math or Math Lab • Physical Education • Integrated Science 1 or Integrated Science 2 • Elective • Foreign Language or Art	• English 2 • Integrated Math • World History • Physical Ed • Integrated Science 1 or Integrated Science 2 • Elective • Foreign Language or Art	• English 3 • Integrated Math • U.S. History • Integrated Science 1 or Integrated Science 2 • Elective • Foreign Language or Art	• English 3/4 • Integrated Math • Government • Economics • Foreign Language or Art • Elective
Credits: 0-36	*Credits: 37-72*	*Credits: 73-116*	*Credits: 117-160*	*Credits: 161+*

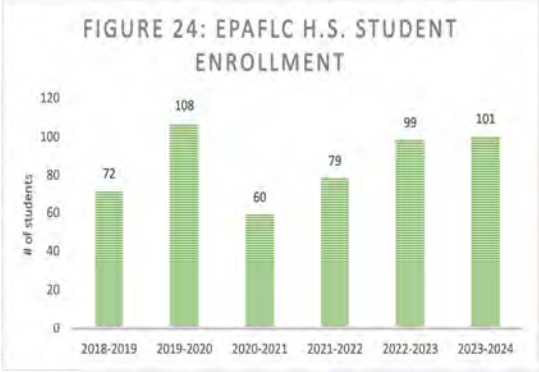
Notice: *This program progression is an example and varies on the individual student based on previous education, previous credits earned, initial placement, etc.*

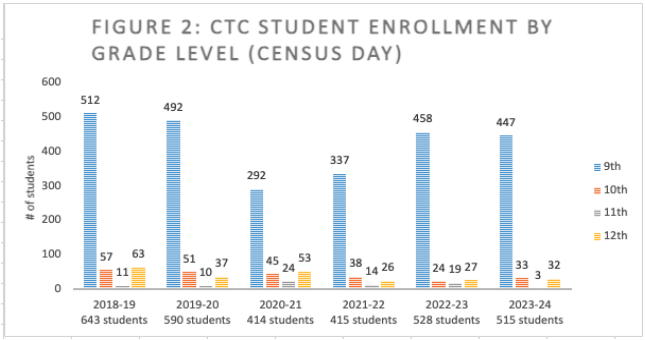
Student Enrollment

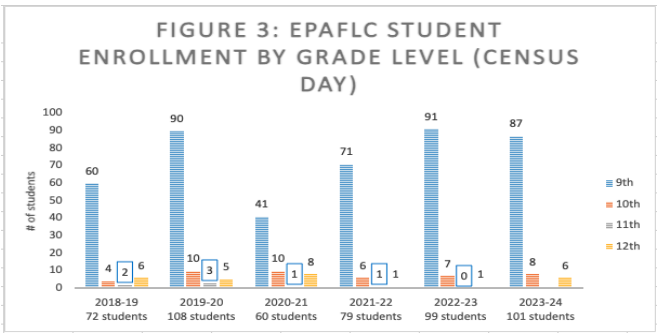
The charts below show Escuela Popular enrollment trends in the past six years. Both high school academies have experienced a decline in student enrollment, particularly when

COVID-19 forced the school to switch to online instruction. Escuela Popular's retention task force has implemented a strategic plan that has helped increase enrollment in the past two years.

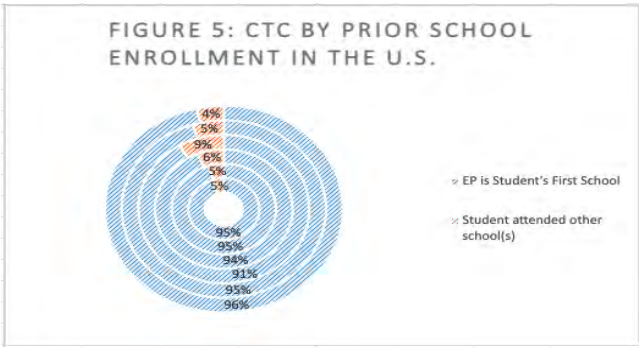


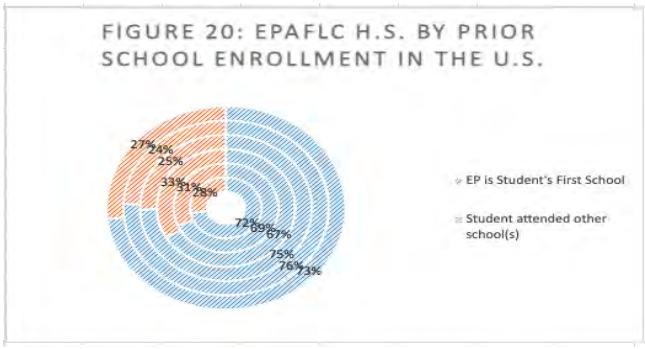


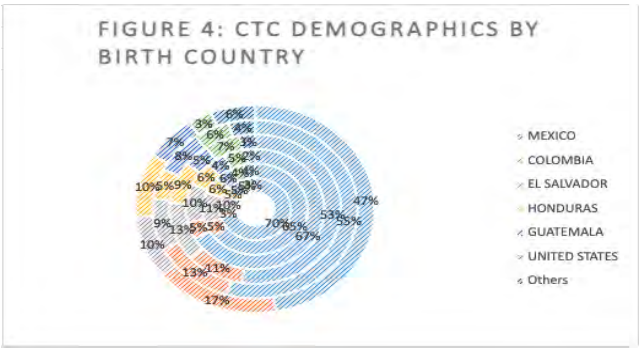


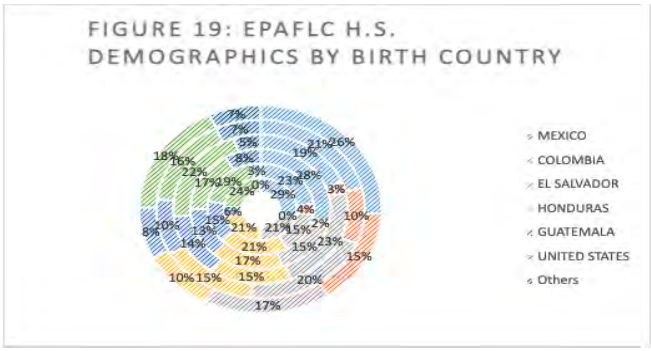


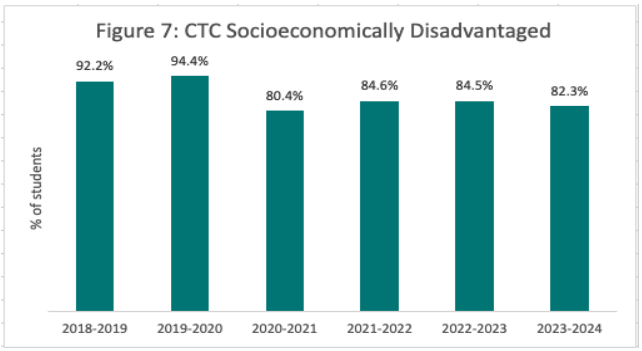
Escuela Popular Demographics

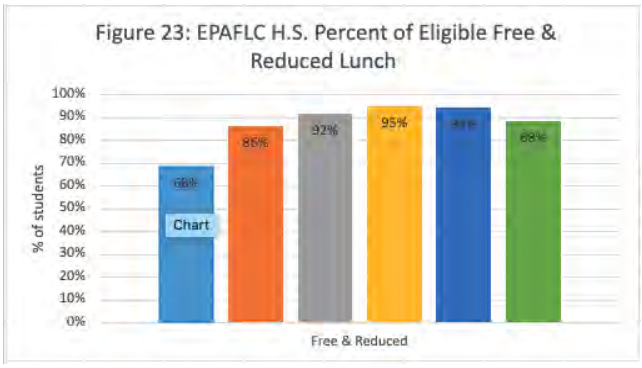










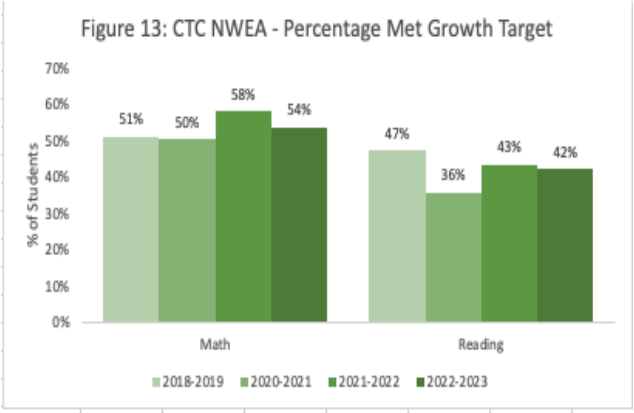


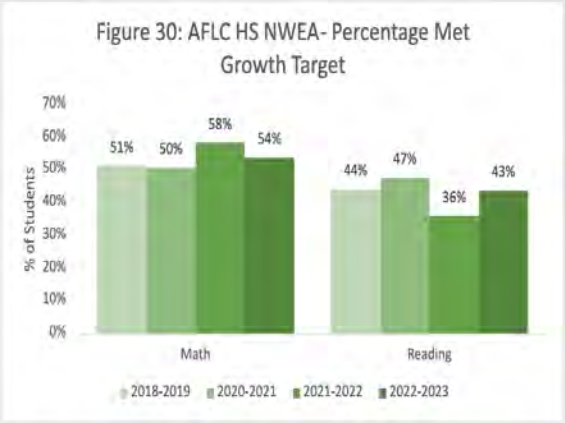
Since the last self-study, student demographics have not significantly changed. Escuela Popular continues to serve a student population that migrates from Latin America, whose first U.S. school is Escuela Popular, who are English Learners and live in poverty. However, we are noticing a decline in students from Mexico and an increase in Central and South American students, particularly from Colombia.

Student Data Performance

Escuela Popular AFLC & CTC use the NWEA assessments to measure students' improvement in English and Math. Students take the NWEA assessments in reading and math in the Fall and Spring of the school year to measure academic progress.

Escuela Popular CTC & AFLC has had a steady percentage of students meeting their growth target in math and reading, representing one year of growth. The exception of the 2020-2021 school year for CTC and 2021-2022 for AFLC, when we saw a decrease of 10% due to the pandemic, an unprecedented situation that negatively impacted academic achievement globally. However, the percentage of students meeting their growth target is increasing to pre-pandemic percentages.

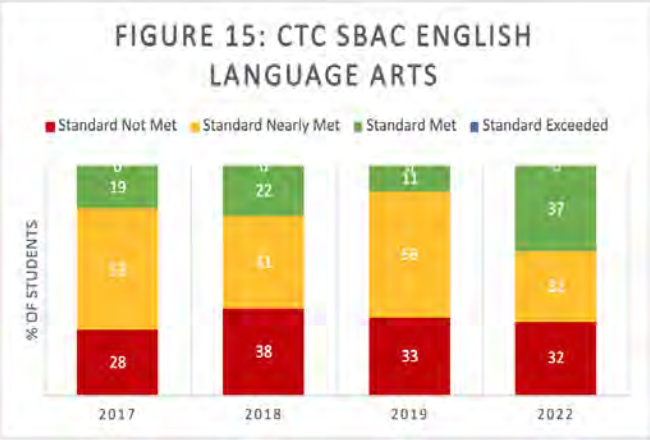


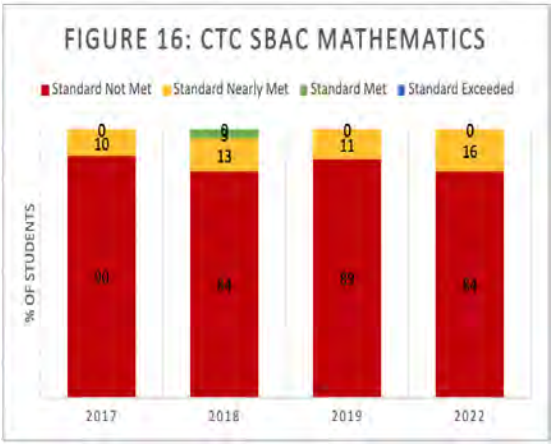


CAASSP Data

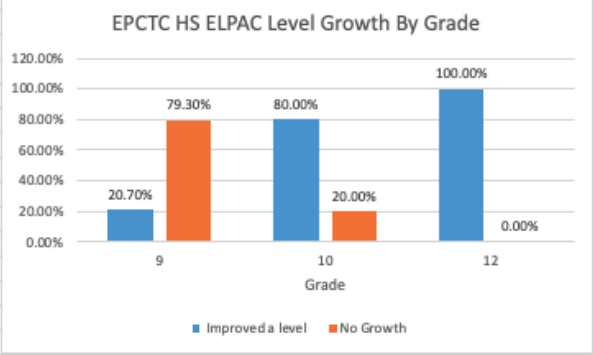
EPCTC had fewer than 11 students in the eleventh grade last academic year, leading to the California Dashboard withholding the publication of our data for privacy reasons. However, this was not the case in previous years, with the number of students tested reaching 30. EPCTC students continue to have a consistent percentage of students at the Standard Not Met level, the Standard Nearly Met level. A significant increase in the Standard Met level percentage was experienced in the English Language Arts of the Smarter Balanced Assessments in the 2021-2022 academic year. Even though our eleventh graders are a small percentage of our student population, this data shows that when students progress through the

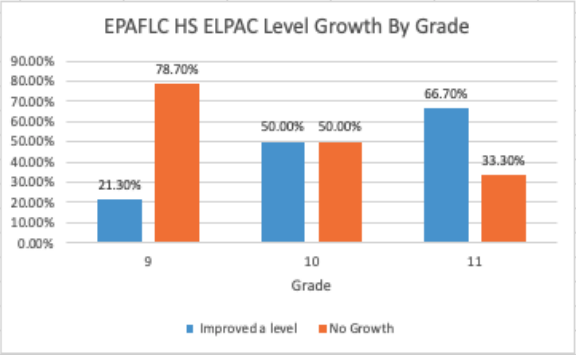
program they demonstrate growth towards meeting standards. However, we still struggle with improving students' math performance. The Principal and Instructional Leader have been working on identifying the root cause of the low math performance and are working with teachers to help students improve their math skills. EPAFLC consistently has less than 10 students in the 11th grade, resulting in a small percentage of student performance data. In light of this, we primarily rely on local assessment data through our NWEA exams to analyze student performance data for modification of instruction and learner goals.





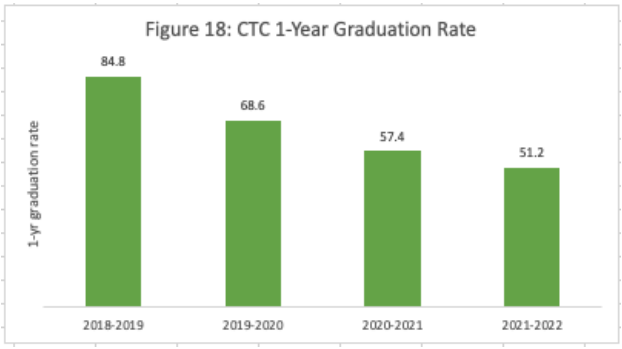
The English Language Progress Indicator (ELPI) continues to demonstrate that Escuela Popular AFLC and CTC students tend to perform better as they progress through the years. The following graphs show the percentage of students who improved a level on the ELPAC assessments in 2023.

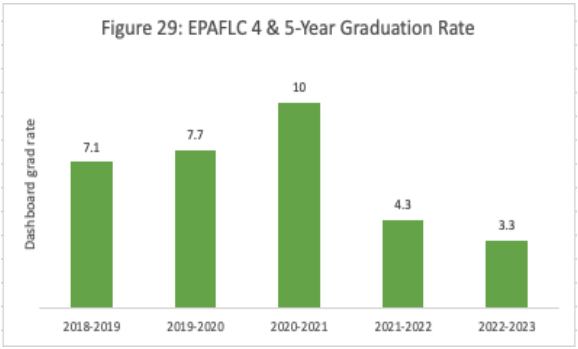




Escuela Popular CTC, which serves adult students, is a Dashboard Alternative School Status (DASS) school because of the fluctuation of its student population. The graph below shows

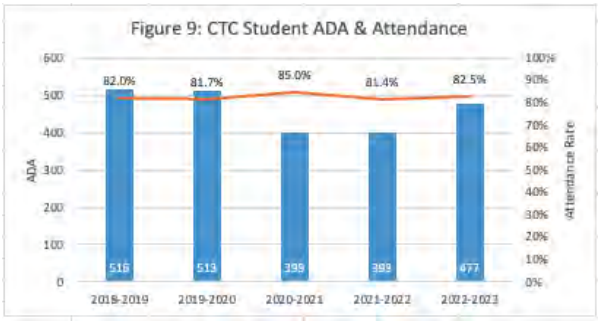
the 1-year graduation rate. We have seen a decline in students staying in school to graduate due to San Jose, CA's high cost of life. Many adult students have to work two jobs or move to a city where the cost of living is lower; these situations force students to abandon their dream of obtaining a high school diploma. A similar situation is experienced in Escuela Popular AFLC, which serves newcomers and unaccompanied minors who, as soon as they turn 18 years old, leave school to work. Despite that, Escuela Popular staff consistently works in retention and finding ways to help students achieve their academic goals.

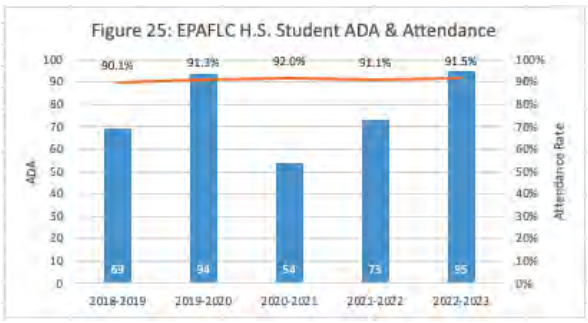




Attendance Data

Escuela Popular AFLC and CTC have a stable average attendance percentage ranging from 80% for CTC to 90% for AFLC. Academic Advisors and the Student Data Manager constantly contact students to monitor their attendance. Teachers are also important in motivating students to keep attendance percentages steady, as well as the quarterly assemblies where students with perfect attendance are recognized and awarded.





School Climate

Escuela Popular AFLC and CTC believe in restorative justice and work with students as much as possible to avoid suspensions. The suspensions and expulsion rates are low for both charters. Escuela Popular CTC Dashboard Suspension Rate Escuela Popular AFLC

Dashboard Suspension Rate

Escuela Popular AFLC and CTC cares about students' needs and believes that good teaching and a suitable learning environment that supports the unique school culture are necessary prerequisites for student academic and social success. The school surveys students twice a year to get feedback on students' satisfaction with the services provided, school climate, school areas of improvement, etc. The survey questions are based on our 12 priorities stated in our LCAP. Escuela Popular aims to meet the LCAP schoolwide performance goals, which are reviewed and updated annually as needed, allowing these targets to be modified over time. Last year, we added three additional questions to collect more precise feedback on the school climate. Top 12 Priorities Table (larger View)

Escuela Popular- 12 Top Priorities

Relevance	Relationships	Responsibility
Builds trusting relationships with students Teacher builds trusting relationships so that students feel like they can honestly communicate their opinions and needs.	**Connects learning to the cultures of students and families** Teacher connects lessons to the students' experiences, families, and students' ethnic, cultural and language histories.	**Creates supportive academic culture** Teacher appropriately accommodates, modifies, and adapts lessons so every students is supported in their learning.
Takes responsibilities for students learning Teacher takes personal responsibility and changes things when class is struggling rather than blame students.	**Knows the subject(s) they teach** Teacher has deep down knowledge of the material they are teaching	**Maintains an organized and vibrant classroom** Teacher keeps materials organized and accessible to students, and maintains a clean and interesting learning environment.
Shows real care for every student Teacher listens to students needs with care and provides students with emotional support.	**Helps students develop research skills** Teacher develops students' research skills like internet research, library research, interviews, and survey design.	**Supports students outside of class time** Teacher provides students with support outside of class (lunch time, after school, weekends, vacations, summer).
Builds hope in students Teacher builds in students, helping them to believe they can control their own destiny.	**Prepares students for college** Teacher helps students develop the skills they will need to succeed in college such as: study skills, time management, and critical thinking.	**Supports students and families in their home language** Teacher can communicate in their home language of students and works to translate verbal and written materials to share information with families.
Climate	**Sense of belonging** Students feel connected with the school environment.	**Sense of safety** Students feel safe while they are at the school campus.	**Students' satisfaction with services provided** Students can provide feedback about the services provided and express their needs

Escuela Popular uses Google Forms to survey students, parents, and teachers. The results are shared with the leadership team and other instructional staff to analyze responses.

Perception Data

Students LCAP Survey

Students Responses LCAP Survey
Parent Responses LCAP Survey

According to the most recent LCAP Feedback and School Climate survey results, the Relevance Domain received a 94% average satisfaction rating, the Relationship Domain a 91.46% and the Responsibility Domain a 92.4% (refer above to the 12 Top Priorities chart). The School Climate questions yielded an 85.1% average satisfaction rating. The question, "When you are at school, do you feel that you belong?" received the lowest rating of 78.7%. This prompts us to disaggregate this data further to identify a root cause and propose

solutions.

Major Preliminary Students Needs

- More strategies are needed to retain students and increase the graduation rate.
- Students survey reflects the need to enhance school connectedness between students and the school environment.
- Increase the number of pupils achieving their reading and math NWEA growth targets.
- Find ways to help students progress faster to the next grade level.
- Find the root cause of students' low performance on math.

Questions Raised by Analysis

- How can we increase retention and help students obtain their high school diploma?
- How can we better help students feel connected with staff and feel part of the school?
- What academic interventions are needed to increase the number of students who meet their growth target in reading and math?
- How can we promote students to the next grade level faster and without sacrificing mastery of standards?

Chapter 3: WASC Criteria and Indicators

Category A: Organization for Student Learning: Vision and Purpose, Governance, Leadership, Staff, and Resources

Criterion A1: Vision and Purpose

The school has established a clearly stated vision and purpose reflecting students' needs, current educational research-based practices, with a focus on diversity, equity, inclusion and a belief that all students can learn and achieve. Supported by the governing board and the district Local Control and Accountability Plan, the school's purpose is defined further by schoolwide student goals/graduate profile and academic standards, supported by the governing board and the district Local Control and Accountability Plan.

A1.1 Vision and Schoolwide Learner Goals/Graduate Profile: The school has established a clear, coherent vision and purpose and schoolwide learner goals/graduate profile based upon high-quality standards, congruent with research and school practices, and aligned with district goals for students.
A1.2 Equity and Inclusion: The vision and purpose of the school reflects a belief that all students can learn and achieve.
A1.3 Development/Refinement of Vision and Purpose: There are effective processes in place to ensure involvement of all stakeholders/educational partners in the development and periodic review and refinement of the vision and mission, and schoolwide learner goals/graduate profile.
A1.4 Communicating and Understanding Vision and Purpose and Schoolwide Learner Goals: There are effective processes for communicating with all stakeholders/educational partners to ensure the understanding of the vision, purpose, and schoolwide learner goals/graduate profile.

Findings	Evidence
A1.1 Based on Escuela Popular's over 30 years of experience working with Latino immigrant students who range from ages 15 to adults who have experienced an interrupted cycle of education, the school's goal is to provide a safe and nurturing environment that is responsive to the immediate needs of students. The vision of Escuela Popular is the following: **Escuela Popular educates to transform lives.** The mission of Escuela Popular is the following: **Our family learning center believes that teaching is an act of love through which learning is reciprocal. We develop bilingual, bi-cultural students fully prepared to**	• Vision & Mission • ESLRs • EPAFLC Student Handbook • EPCTC Student Handbook • 2023 EPAFLC LCAP • 2023 EPCTC LCAP • Organizational Chart

continue onto higher education and empowered to pursue their goals in a global society.

The achievements of the ESLRs are of significant interest to the stakeholders at Escuela Popular. Students at the school encounter challenging circumstances, including poverty, limited literacy skills, and immigration issues. However, despite these challenges, the explicit expectations outlined in RISE and the academic standards establish clear guidelines for what students should understand and accomplish.The ESLRs indicate that Escuela Popular graduates will be:

- Responsible citizens;
- Intellectually curious and independent learners;
- Sound healthy individuals: and
- Effective bi-literate and bilingual communicators.

The alignment between the governing board and the school's LCAP/SWAP is evident in their commitment to bolstering the Vision, Missions, and ESLRs. This is achieved through the allocation of resources and support for both staff and students. The collaborative job-embedded professional development of all staff and the delivery of high-quality support services for students further underscore this alignment.

The critical teaching strategies continue to be grounded in current educational research, such as

- Explicit Language Instruction,
- Designated and Integrated English Language Development,
- Formative Assessments,
- Authentic/Performance Tasks.

A1.2 The school's vision embodies the conviction that education has the power to transform lives. Escuela Popular extends educational opportunities to students who may not

find success in other educational institutions. Parents, working adults, and unaccompanied minors can engage in their learning journey with ease, thanks to on-site support services. These services encompass no-cost, high-quality childcare, socioeconomic student support services, mental health, and crisis intervention.

A1.3 The School is organized by a comprehensive leadership team that works collaboratively to lead the school staff and educational partners in reviewing and evaluating the vision, mission, and schoolwide learner goals.

The leadership team organizes a core team of 4-5 members annually to effectively lead the processes to ensure the active engagement of all stakeholders and educational partners in the development and the periodic review and refinement of the vision, mission, and schoolwide learner goals/graduate profile. This involvement is crucial for fostering a collaborative and inclusive approach to shaping the direction and objectives of the LCAP/SWAP. The core committees meet weekly/bi-weekly or as needed with the school leadership team to gather feedback and input. Once a month or as needed, input and feedback are gathered from teachers, support staff, and administrators. Student and parent input is collected through surveys, community meetings, leadership development training, and the community relations advocate and resources office.

A1.4 Ensuring effective communication with all stakeholders and educational partners to promote understanding of the vision, purpose, and schoolwide learner goals/graduate profile involved establishing clear lines of communication that include

- Emails, all staff and students are provided with a school email address,
- Weekly Newsletters,
- Bilingual community meeting such as Family Nights, Coffee with the Principal/Cafecitos, LCAP

- Weekly Newsletter
- EP Website
- Cafecitos
- Students LCAP Survey
- Students Responses LCAP Survey
- Parent Responses
- LCAP Survey
- ParentSquare

Feedback presentations, ● Social Media, ● Phone calls, ● ParentSquare, ● EP website, ● Bilingual LCAP and School Climate surveys. By implementing these strategies, the School has built a robust communication framework that ensures that all stakeholders understand and are engaged with the school's vision, mission, learner goals, and LCAP/SWAP.	

Criterion A2: Governance

Criterion A2: Governance (*1 page maximum*)

The school's purpose is aligned with governing board goals and policies and focused on student achievement and well-being through data-driven decisions with the aim of preparing students for college and career readiness.

A2.1 Relationship Between the Governing Board and the School: The school community has a clear understanding of the role of the governing board and how the governing board's decisions, expectations, and initiatives guide the work at the school with the aim of improving academic achievement and well-being of all students.	
Findings	**Evidence**
A2.1 Escuela Popular's Board of Directors is comprised of five board members and serves as the legal and fiscal governing entity for both the EPAFLC and EPCTC charter schools. Individuals interested in serving on the board must be nominated and elected by the majority of the existing board members. The 2023-2024 board has members with expertise in areas of business development, higher education, nonprofit management, and community development. Escuela Popular's Board of Directors has policies and bylaws that are aligned with the school's purpose and support the	● Board Meeting Dates ● Board Member Roster ● Board Agendas and Minutes ● Director Reports ● End of Year Report ● Employee Handbook

achievement of ESLRs and academic standards. Board members were involved in the development of the school's vision and mission. In fact, two founding members of the board who helped to shape the school's direction continue to serve on the board and ensure that the school abides by the founder's original vision. The Escuela Popular Board of Directors oversees the Executive Director. The Executive Director serves as the highest administrator at Escuela Popular. The Executive Director is cumulatively responsible for all aspects of organizational and financial health, including but not limited to enacting the school's vision/mission, capacity building, organizational sustainability, and growth, and developing new programming to meet the community's evolving needs. The governing board's primary roles and responsibilities include but are not limited to: ● Approving all significant educational and operational policies, ● Establishing and approving all major contracts, ● Upholding the mission of the school, ● Approving and monitoring the school's facility arrangements and plans, ● Approving and monitoring the budget, fiscal reports, and the School's fiscal practices, ● Receives and reviews the yearly independent financial audit, ● Oversees and evaluates the Executive Director. During every meeting, the Executive Director provides updates to the board on various aspects, including the school's financials, operations, academic programming, attendance, academic achievement, facilities, compliance, and community relations.	

Criterion A3: Leadership for Learning

Criterion A3: Leadership for Learning (*1–2 pages maximum*)

The school leadership, faculty, staff, and parent/community collaborate, make decisions and initiate actions that focus on all students' needs and achievement. The result is accountability for implementing practices and programs, including providing services based on the school's purpose, student needs, and the schoolwide action plan/SPSA goals aligned with the district LCAP.

A3.1 Broad-based and Collaborative: The school's leadership, faculty, staff a) assess data to determine student needs, and b) determine and implement strategies and actions, and c) monitor results and impact on student learning to support continuous improvement.
A3.2 Leadership Role in Accountability: The school leadership and faculty demonstrate shared decision-making, responsibility, and self-reflection on actions and accountability expectations for implementing practices, programs, actions, and services that support student learning.
A3.3 School Action Plan/SPSA Correlated to Student Learning: The schoolwide action plan/SPSA is directly correlated to and driven by the analysis of student achievement and other data and aligned with the LCAP.

Findings	Evidence
A3.1 The School gathers various types of data, including academic performance, attendance records, standardized and local assessment scores, and behavioral data. The collected data is analyzed by the leadership team and staff to identify patterns, trends, and areas where students may need additional support. Based on the identified needs, the School adjusts strategies and updates its LCAP/SWAP. **A3.2** Shared decision-making and self-reflection take place continuously during in-service days, department meetings, and whole school staff meetings. In order to assess student needs, determine strategies, and monitor results to support continuous improvement, teachers and the leadership team collaborate to develop targeted strategies and interventions to address the identified needs during department meetings, task force meetings, and quarterly whole-staff meetings. This may involve changes to curriculum, teaching methods, or additional support services.	• Assessment Calendars • Professional Development Collaboration Schedule • 2023 EPAFLC LCAP • 2023 EPCTC LCAP • LCAP Whole School Staff Presentation • LCAP Metrics • Teaching Learning Communities (TLCs) Presentation

A.3.3 Continuous communication and collaboration among leadership, teachers, and staff are essential throughout the year to ensure a holistic and coordinated approach to supporting student learning and improvement. The Professional Development Collaboration Schedule is designed to support continuous improvement through communication, data analysis, and shared decision-making. Multiple opportunities exist throughout the school year to review and monitor progress on the LCAP/SWAP goals and actions.	

Criterion A4: Qualified Staff and Professional Development

Criterion A4: Qualified Staff and Professional Development (*1–2 pages maximum*)

Qualified staff and leadership facilitate achievement of the student academic standards and the schoolwide learner goals/graduate profile through a system of preparation, induction, and ongoing professional development. There is a systematic approach to continuous improvement through professional development based on student performance data, student needs, and research.

A4.1 Qualifications, Preparation, and Supervision of Staff: The school understands district and school procedures to ensure that leadership and staff are qualified based on staff background and preparation. The school implements effective supervision and evaluation procedures in order to promote professional growth of staff.
A4.2 Professional Learning and Impact on Student Learning: The school effectively supports professional development/learning and evaluates its effectiveness on teacher practices and student learning, with time, personnel, and resources to facilitate all students achieving the academic standards and college and career readiness expectations.
A4.3 Commnication and Understanding of School Policies and Procedures: The school implements a clear system to communicate administrator and faculty written policies, procedures, and handbooks that define responsibilities, operational practices, decision-making processes, and relationships of leadership and staff.

Findings	Evidence
A4.1 Escuela Popular hires qualified staff whose background and preparation align with the achievement of academic	

standards and expected schoolwide learning results. There are established hiring and placement protocols to ensure that individuals are well-suited for their roles. Escuela Popular's Employee Handbook and job descriptions clearly outline the requirements for both credentialed and classified staff. The school actively seeks new personnel through job fairs organized in collaboration with universities and organizations. Additionally, internal promotions are encouraged to fill both certificated and classified vacancies. The Human Resources Office is responsible for verifying the validity of credentials and college degrees for each prospective employee. Every candidate undergoes an interview by a committee composed of school administrators and other stakeholders (e.g., teachers, students, parents). When a position calls for bilingual skills, part of the interview is conducted in Spanish to assess the candidate's language proficiency. School administrators periodically evaluate the candidate in classroom management, instructional delivery, and content knowledge skills. **A4.2** The school is committed to effective professional development and continuous learning by allocating dedicated time, personnel, and resources. This includes: ● Targeted embedded professional development, ● Weekly collaborative professional development time, ● Focus on formative assessment training, ● Differentiated support from instructional leaders, ● Educational conferences focused on ELD and Bilingual education, ● In-service days before the school year, during the school year in between quarters, and at the end of the school year, ● Financial support and release time to attend college and pursue educational goals We have partnered with different credentialing programs that	● Fingerprint Clearance from Custodian of Records ● Employee Handbook ● Safeschools ● Benefits Guide ● Paylocity videos ● Executive Director Job Description ● Principal Job Description ● Student Services Associate Director Job Description ● Teacher Performance Evaluation Rubric ● Professional Development Collaboration Schedule

offer credentialing services to both inductees and interns at Escuela Popular. The approach to the induction program emphasizes personalized and job-embedded coaching. Escuela Popular offers financial support to enable new teachers to enroll in credentialing programs. **A4.3** Each year, the school conducts in-service days at the commencement and conclusion of the school year to brief staff on new policies, updates to the organizational chart, and budget changes. Monthly, the school leadership shares updates and information during staff meetings. Additionally, a weekly newsletter containing important details and dates is emailed to all staff. Email communication serves as a means to keep staff informed about important matters, new processes, procedures, and any changes that may impact employees. Each academic year, both new and existing staff members are required to undergo essential online training sessions. These sessions cover California-mandated training topics, along with recommended subjects aimed at fostering a culture of safety and compliance.	

Criterion A5: Resources

Criterion A5: Resources (*1–2 pages maximum*)

The human, material, physical, and financial resources are sufficient and utilized effectively and appropriately in accordance with the legal intent of the program(s) and LCAP to support students in accomplishing the schoolwide student goals/graduate profile, academic standards, and college and career readiness expectations.

A5.1 Resource Allocation Decisions: School leadership and staff are involved in resource planning and allocation decisions aligned with student and personnel needs, and the goals of the schoolwide action plan/SPSA and the LCAP.
A5.2 Practices and Procedures: Transparent district and school procedures are in place to develop an annual budget, conduct audits and follow quality accounting practices.
A5.3 Instructional Materials: The policies and procedures for acquiring and maintaining adequate instructional materials and equipment, such as textbooks, other printed materials, instructional technology, manipulatives, and laboratory materials are effective.
A5.4 Facilities Conducive to Learning: The school's facilities are safe, functional, well-maintained, and sufficient to support student achievement and the educational program(s)

including the use of technology and digital learning.	
Finding	**Evidence**
A5.1 The human, material, physical, and financial resources at Escuela Popular are sufficient and utilized effectively and appropriately following the legal intent of the program(s) and LCAP to support students in accomplishing the academic standards, college and career readiness standards, and ELSRs. The involvement of the school's leadership and staff in resource planning and allocation decisions is integral to aligning with student and staff needs, as well as the goals outlined in the LCAP/SWAP. Typically, in January, the Executive Director meets with the leadership team and back-office consultants to evaluate the current budget and determine the budget for the following school year. The Executive Director works with school leaders in reviewing and gathering information on current expenditures and projections for the following year. During the year, all expenditure requests go through an approval process managed by the Business and Operations Manager. In May and June each year, the Executive Director presents budget recommendations for the following year to the Board of Directors for approval. **A5.2** Escuela Popular has clear and well-established accounting and financial policies and procedures that detail how the school's funds should be allocated and distributed. As decisions about resource allocations are made, the board of directors and the school leadership ensure that there is diversity in the allocation of resources. Given the high percentage of English Language Learners at Escuela Popular, the school is very deliberate about how it chooses to focus its resources: providing ELD courses, hiring qualified bilingual staff, and providing	• Staff Resource Site • EPAFLC Budget • EPCTC Budget • Financial Policies and Procedures • Williams Visit • Chromebooks • Lenovo Laptops • Fire Department Inspection • Classroom Roof Repairs rooms 105-107 • New blinds in some classrooms • Shade Structures

professional development opportunities that further teachers' understanding of how English Language Learners learn. Escuela Popular engages an independent auditor to complete an annual audit of the school's financial affairs. A qualified CPA familiar with school finances and operations conducts these financial audits. Escuela Popular safeguards against the mishandling of school funds by contracting a qualified CPA familiar with school finances and operations. This contractor audits the school's financial affairs. Escuela Popular uses its Financial Policies and Procedures as an internal guide to prevent mismanagement of funds. The Policies and Procedures details processes for requesting checks, using the school credit card, and submitting reimbursement requests. The Executive Director reviews and approves all invoice reports on a weekly basis. Escuela Popular's Board of Directors reviews and approves the check registers at each board meeting. **A5.3** An annual spending budget is shared with the school Principal that gives them the ability to work with their department heads and teachers on purchasing recommended instructional materials, furniture, and textbooks as well as allocating funds for field trips or other student activities. Larger items, such as technology upgrades to classrooms, and library renovations, are decided upon by the Executive Director in collaboration with the school's leadership team. New computers (Lenovo laptops) were purchased for teachers and staff in 2023. 150 Chromebooks were purchased in 2023 in order to have a Chromebook cart in almost every classroom. **A5.4** Classrooms are spacious, and the campus is kept clean. Maintenance services are provided to support	

morning and evening classes. All teachers share their classrooms with an additional teacher. All classrooms are currently equipped with WiFi, LCD Projectors, HDMI ports, and/or Chromecasts and cell phones. Escuela Popular has worked to create a safe environment by installing outdoor lighting throughout the school (including the parking lot), providing cell phones to all classrooms for teachers to use, and hiring security staff. Due to the school's location in a neighborhood where gangs are prevalent, Escuela Popular immediately removes graffiti. Immediate removal deters others from tagging and decreases students' fear. Escuela Popular moved to its current facility in August 2010 and is for the first time enjoying a traditional school facility with spacious classrooms, open space, and grassy areas. The School hired a landscaping team that grooms and maintains an esthetically pleasing and comforting environment. In 2020 1 metal roof shade structure and 3 pc fabric shade structures were installed around campus. In 2021 the roofing in rooms 105-107 was replaced. In 2022 new blinds were installed and light dimmers were also installed in several classrooms on campus. In 2018 the construction of three new buildings was completed. Out of those buildings 5 classrooms, 1 science lab, and a computer lab were designated to be used by high school students/teachers.	

ACS WASC Category A. Organization for Student Learning: Vision and Purpose, Governance, Leadership, Staff, and Resources Summary

Prioritize and list the strengths and growth areas for the criteria and indicators in this category based on the school's identified major student learner needs.

Areas of Strength

A1 -Increase in instructional resources such as technology

A2 - School leadership is present and accessible to staff

A2 - Board meetings are available for any educational partners to attend

A3 - Assessment data that provides the academic achievement of students is accessible

A4 - Weekly newsletter provided relevant information on professional development and events

A5 - The school provides adequate resources for instruction such as Chromebooks, document cameras, etc.

Areas of Growth

A1 - Provide additional assistance for students who are facing academic challenges so they do not leave school

A2 - Publicize the board agenda more widely

A3 - Reassess how student achievement data can be used more effectively in informing instruction and allocation of resources

A4 - Increase the number of teachers that attend educational conferences

A4 - Provide additional time and resources when a teacher is given a new assignment.

A5 - Improve and streamline communication regarding technology and equipment issues

A5 - Maintain a clean and well-organized Collaboration Room

Category B: Curriculum (6 pages maximum for Category B)

Criterion B1. Rigorous and Relevant Standards-Based Curriculum

Criterion B1. Rigorous and Relevant Standards-Based Curriculum (*2–3 pages maximum*)

All students participate in a rigorous, relevant, and coherent standards-based curriculum that supports the achievement of the schoolwide learner goals/graduate profile, academic standards, and the college and career readiness indicators in order to meet graduation requirements.

B1.1 Current Educational Research and Thinking: The school provides an effective, rigorous, relevant, and coherent curriculum based on current educational research and thinking that supports the schoolwide student goals and academic standards.

Findings	Evidence
B1.1 Escuela Popular places a significant emphasis on fostering continuous professional development among its staff, investing in a comprehensive program to enhance their skills and knowledge. This commitment is reflected in a variety of professional development offerings, which encompass both embedded and external opportunities. One key component of Escuela Popular's professional development is the focus on job-embedded initiatives. This includes participation in Teaching Learning Communities (TLCs) and department collaboration where teachers engage in cross-curriculum collaboration. Teachers at Escuela Popular have actively participated in Teacher Learning Communities (TLCs) over the years. From 2013 to 2015, they were engaged in these communities, and there was a subsequent two-year period from 2023 to 2024 dedicated to TLC workshops. These communities specifically concentrate on embedded formative assessment techniques to enhance student achievement. Teachers delve into practical methods for classroom formative assessment, with a focus on instructional strategies. Beyond the embedded PD, teachers have broadened their horizons by attending conferences, webinars, and workshops outside the campus. Examples include participation in the Annual California	**Professional Development** • ELD Framework SCCOE: Foundational Skills • CATE 2023 • Teaching Learning Communities (TLCs) Presentation • TLC Workshop 11 Documents • SHEG Webinar • 22-23 EP Master PD Collaboration Plan • 2023-24 PD Master Schedule

Association of Teachers of English Speakers of Other Languages (CATESOL) virtual conference in 2021, the California Association of Teachers of English (CATE) in 2023, the Teacher Leadership Academy (SpEd) in 2022-2023, Ignited Conferences on Sustainability and Climate Change in 2023, webinars by Stanford History Education Group (SHEG) and the Re-Centering the ELA/ELD Framework Webinar Series presented by the California Department of Education. Specific departmental needs have been identified at Escuela Popular, demonstrating a proactive approach towards professional development. This is a summary of the identified needs: 1. The ELD teachers are seeking additional training and resources to enhance their ability to support English learners effectively. 2. The math department acknowledges the significance of integrating technology into math education and aims to stay updated on the latest educational frameworks. 3. The electives department expresses a desire to broaden their professional development beyond internal resources. The focus on job-embedded initiatives, particularly Teaching Learning Communities (TLCs) and department collaboration, fosters a rigorous and effective curriculum. The school's commitment to addressing specific departmental needs demonstrates a commitment to relevance. The identification of needs in ELD, math, and electives demonstrates a proactive approach to ensure the curriculum remains coherent and aligned with the unique requirements of different subjects.	

B1.2 Congruence with Schoolwide Student Goals: There is congruence among the concepts and skills taught, the schoolwide learner goals/graduate profile, academic standards, and the college and career readiness indicators.

B1.3 Academic Standards and College and Career Readiness Indicators: The school has college and career readiness indicators and academic standards for each subject area, course, and/or program that meet or exceed graduation requirements.

B1.4 Curricular Integration: There is integration between/among areas of study, academic standards, and college and career readiness indicators.	
Findings	**Evidence**
B1.2 and B1. 3 Escuela Popular demonstrates a commitment to thorough evaluation by ensuring alignment between taught concepts and skills, academic standards, college- and career-readiness standards, and schoolwide learner outcomes. The school places a particular emphasis on linguistic development for its predominantly second-language learner student population. Students follow a standards-based curriculum alongside designated English Language Development (ELD) courses, where proficiency in reading, writing, and speaking is emphasized. Upon completing the ELD program, students are required to engage in two 50-minute periods of English instruction, focusing on six key proficiencies: oral presentation, vocabulary development, grammar review and extension, journal writing, active learning, and language of the discipline. Escuela Popular is currently working towards enhancing rigor and readiness for college and career, with defined academic standards in each subject area. The partnership with San Jose Community College (SJCC) offers students participation in the Dual/Concurrent enrollment program. Courses on child development and college readiness have been offered to students, and upcoming opportunities include ethnic studies, English composition, and college readiness. English teachers are revising their curriculum to support students with college classes, ensuring coverage of essential concepts and skills. All departments have made progress in aligning and articulating a rigorous curriculum. All math and science courses are A-G approved and were approved in 2022. New program adoptions in the math and science departments introduce students to a	• Approved A-G Courses • English Curriculum Map • ELD Program Scope and Sequence • Concurrent Enrollment Flyer • Concurrent Enrollment Numbers • Concurrent Enrollment Offerings • Social Science Survey • Social Science-Housing Project • Econ Class Notes_ Native America and Sustainability • USH CLASS Notes_ Corroborating Maps • WH Class Notes_ The New Imperialism • MLA Template • Seal of Biliteracy Policy • SPED Teacher Input • Math Project Rubric • TLCs

more challenging curriculum. Technology integration is evident across departments, with platforms like Newsela, NoRedink, Flipgrid, Naiku, and Read Works being utilized. Google Suite apps are widely adopted for teaching and collaborative assignments. English and the Basic Computer Skills classes teach MLA, while social science courses expose students to research using primary and secondary sources In addition, students are taught the following skills to examine sources: sourcing, corroboration, contextualization, and close reading to examine sources of information in social science courses. Special Education (SpEd) focuses on Individualized Educational Plans (IEP) aligned with standards, incorporating transition plans and goals. Ongoing efforts include the development of scope sequences for various courses and exploration of opportunities to offer Advanced Placement courses in Spanish, pre-calculus, and/or calculus. The Escuela Popular Board of Directors approved the Seal of Biliteracy policy in 2021. The institution is actively working on creating a pathway to ensure more students receive the Seal of Biliteracy, further highlighting its dedication to linguistic proficiency and academic excellence. **B1. 4** Escuela Popular is actively pursuing increased integration among disciplines, fostering collaboration and sharing of best practices among teachers from different departments. The school recognizes the value of cross-disciplinary collaboration during Teacher Learning Communities (TLCs) meetings, where educators have the opportunity to learn and exchange insights and strategies that enhance instruction across various disciplines. The Special Education (SpEd) department has established effective communication channels with general education teachers, ensuring regular check-ins and active participation in Individualized	

Education Program (IEP) meetings. Students receive support within their general classrooms and are provided one-on-one assistance when needed. Scheduled check-ins occur weekly, monthly, or as required to discuss student progress, needs, or concerns. General education teachers and support staff play integral roles in annual IEP meetings, contributing written input and actively participating in the process. Moreover, SpEd students are granted access to Google Classrooms through guardianship or co-teaching arrangements. Recognizing the importance of collaboration, Escuela Popular identifies the need for more frequent meetings among departments to create interdisciplinary lessons. Performance/authentic tasks often interrelate different subject areas, such as math and art or English and social sciences. Efforts are underway to facilitate collaboration between math and other subject area teachers, ensuring alignment in the grading categories of performance tasks. To address evolving needs, the SpEd department has identified a need for training on differentiated assignments and assessments. This proactive approach reflects a commitment to equipping educators with the tools and knowledge necessary to provide inclusive and effective instruction.	

B1.5 Community Resources and Articulation and Follow-up Studies: The school engages with community partners and resources, articulates regularly with feeder schools, local colleges and universities, and technical schools.

Findings	Evidence
B 1.5 Escuela Popular is actively engaged in the ongoing process of determining the alignment of its curricular programs and expectations with feeder schools, local colleges, and technical schools. However, there is a recognition that there is currently	• Career Day Schedule • Financial Aid Presentation • Dual Enrollment

no systematic approach in place to follow up on the progress of graduates and gather insights into the effectiveness of the curricular program. To support students in their transition to higher education, the Academic Support Team collaborates with local community colleges. Classroom presentations are scheduled for junior and senior students, focusing on guiding them through the process of applying for financial aid. Additionally, the Academic and Support Team, along with college advisors, play a vital role in assisting students with the completion of financial aid applications, ensuring that students have access to necessary resources. The Student Services Associate Director and academic advisors maintain consistent communication with local colleges, organizing classroom presentations during annual career and college days. These presentations are designed to provide students with valuable information about career options, fostering informed decision-making regarding their future paths. Despite the current lack of a systematic approach for post-graduation tracking, Escuela Popular is actively involved in collaborative efforts with external entities to support students in their transition to higher education and beyond. Ongoing initiatives and potential improvements in tracking progress after graduation reflect a commitment to the holistic development and success of students at Escuela Popular.	Presentation • Concurrent Enrollment Flyer • College Support • Mission College Field Trip Agenda • College Day Schedule • College Field Trip • Concurrent Enrollment Flyer • College Day Flyer • Career Day • Mission College Field Trip

Criterion B2. Equity and Access to Curriculum

Criterion B2. Equity and Access to Curriculum (*2–3 pages maximum*)

All students have equal access to the school's entire program and the school prioritizes opportunity and advancement for all students. Students receive assistance with a personal learning plan to meet the requirements of promotion or graduation and are prepared for the pursuit of their academic, personal, and career goals.

B2.1 Variety of Programs — Full Range of Choices: All students are able to make appropriate choices and pursue a full range of realistic college and career and/or other educational options. The school provides for career exploration, preparation for postsecondary education, and career technical options for all students.

B2.2 Access to Curriculum, Including Real World Experiences, by All Students: A rigorous, relevant, and coherent curriculum that includes real world applications is accessible to all students through all courses/programs offered. Course enrollment patterns reflect the diversity of the school's students.

B2.3 Student-Parent-Staff Collaboration: Parents, students, and staff experience a sense of belonging and value within the school community and collaborate in developing and monitoring a student's personal learning plan, including college and career and/or other educational goals.

Findings	Evidence
B2.1 Escuela Popular actively supports its students in making informed decisions about their academic paths and future careers. One notable initiative is the option for students to take Integrated Math 3 and the encouragement to pursue pre-calculus, providing a pathway for direct enrollment in advanced math courses once in college. The Academic Support Team plays a crucial role in organizing various activities to inform students about educational options. During College Day, EP invites alumni to share their college experiences, providing valuable information about academic needs and requirements to be a successful college student. Local community colleges, including Evergreen College, Gavilan College, San Jose City College, and De Anza College, participate during lunchtime, offering information about programs and opportunities. Career Day features professionals who share impactful information, motivating students to strive for a better future. The Childcare Academy, in collaboration with the University of California Calfresh Nutrition Education Program, provides workshops for children and high school parents. This partnership seeks to enhance awareness and knowledge regarding nutrition, fostering a joint effort to educate and empower families in making informed and healthy dietary choices.	• A-G Approved Courses • Integrated Science 1 • Integrated Science 1 • College Day Flyer • Career Day • Mission College Field Trip • Family Night • Rubrics for essays and oral presentations: Eng 1 through 3 • Redlining Field Trip with SJ Department of Transportation • Student designed survey: What is housing like for the people of San Jose? • Y-PLAN: Google Earth and Project Vision Zero • What is housing like for the people of San Jose? • Health Fair Flyer • Concurrent Enrollment Flyer • College Support • Childcare Financial Literacy and Nutrition Workshops • Math Rubric • ELD GRASPS Final

Additionally, the Childcare Academy offers EPALFC students the opportunity to fulfill community hours. Through this hands-on engagement, students can explore and gain insights into potential careers in child development, making it a meaningful step toward their professional development and understanding of this field. To enhance exposure to higher education, the Academic Support Team at Escuela Popular arranges field trips to local universities and colleges. Students spend a school day on campus, receiving guided tours, learning about acceptance requirements, and gaining insights into potential careers offered by the institutions. A noteworthy option for students is the dual/concurrent enrollment program, allowing them to participate in cohorts or register for college courses individually. This program provides a valuable opportunity for students to experience college-level coursework while still in high school, preparing them for the challenges and opportunities of higher education. Overall, Escuela Popular's commitment to providing information, exposure, and support for students in exploring educational options and career paths reflects a comprehensive approach to their holistic development. These initiatives aim to empower students to make informed decisions about their academic and professional futures. **B2.2** The English Language Development (ELD) department for adults at Escuela Popular has implemented innovative and practical teaching methods during collaboration meetings. Students engage in role-play activities where they conduct job interviews, make medical appointments, and create advertisements. This approach ensures that language learning is not only academically rigorous but also relevant to real-world applications. In English 2 and 3, students participate in unique	Project ● Pi Day Flyer ● Pi Day Activities

projects that connect fiction writing with real-world scenarios. They write fictional narratives and present them as authors trying to "sell" their stories to potential publishers. This exercise involves using visual aids, discussing narrative voice and writing style, and receiving feedback from their peers, simulating a real publishing scenario. In English 3, quarter 2, students work on an advertising project, deconstructing advertisements using Media Studies concepts. They apply persuasive and propaganda techniques to create their own advertisements for original products, presenting them to the class for evaluation based on persuasive impact. The Social Science department engages students in real-world experiences, such as a redlining field trip with the San Jose Department of Transportation. This trip connects historical events with present-day housing conditions, offering students a firsthand look at the impact of policies like redlining. Additionally, students collaborate with local non-profit organizations to study and address housing conditions in their communities, making connections to their U.S. Government class. The Y-PLAN project involves students working with the San Jose Department of Transportation's Project Vision Zero and San Jose State University to address pedestrian safety on a dangerous road. Students gather data, analyze conditions, and present solutions to local leaders, creating a tangible impact in their community. In the math department, adult students apply math concepts in real-world contexts related to their workplaces, such as construction, tailoring, cooking, and painting. The department emphasizes performance tasks related to each quarter's units, requiring students to create portfolios and present their work regularly. The annual celebration of Pi Day engages all students in fun and educational activities related to the mathematical constant π.	

The Promotores de Salud class goes beyond traditional academics, training students in First Aid, CPR, public speaking, and minor medical procedures. The annual health fair provides students with an opportunity to apply their skills by setting up informational tables for the community and collaborating with organizations that offer health services. This program demonstrates a practical and community-focused approach to health education. **B2.3** Escuela Popular is actively engaged in evaluating and enhancing collaboration among parents, students, and staff in the development, monitoring, and revision of students' personal learning plans, college and career goals, and other educational objectives. In the EPAFLC program, the Academic Support Team organizes quarterly family nights, providing parents/guardians with the opportunity to meet their children's teachers and gain insights into the course curriculum for each class. During Family Nights, teachers hold individual meetings with parents to discuss their child's progress, fostering direct communication and a deeper understanding of the student's academic journey. To address challenges, the Academic Support Team schedules meetings with both youth students and parents/guardians to review progress and develop plans for students facing difficulties or failing classes. Referral forms are utilized for students not responding to in-class interventions or experiencing chronic academic or behavioral challenges. The Student Study Team (SST), consisting of members from the academic support team, administrators, teachers, students, and parents/guardians, collaboratively creates action plans implemented over six weeks. Follow-up meetings are conducted to review and modify action plans based on the student's academic and behavioral progress. In the EPCTC program, academic advisors play a pivotal role in working with English 1-4 students,	

ensuring they are enrolled in the necessary classes to meet graduation requirements. For adult and youth seniors, academic advisors provide personalized support to help them navigate the path to graduation and entry into college.	

ACS WASC Category B. Curriculum Summary

Prioritize and list the strengths and growth areas for the criteria and indicators in this category based on the school's identified major student learner needs.

Areas of Strength

1. Google Classroom is being used by 90% of teachers. Most teachers are effectively integrating more technology into their lessons.
2. The SpEd department ensures all students are included in a rigorous curriculum through "inclusion" in mainstream classrooms. They are given personalized accommodations and professional support.
3. Teachers have partnered with organizations such as the San Jose Department of Transportation's Project Vision Zero and San Jose State University (Y-Plan). These partnerships have provided students with a curriculum that includes real-world experiences.
4. All science and core math courses have received A-G approval. The math and science departments have adopted new programs, introducing students to a more rigorous curriculum.
5. The counseling department organizes a college day, a career day, and FAFSA and Dream Act support in classrooms where students receive information about financial aid and post-secondary options.

Areas of Growth

1. Offer professional development on Project-Based Learning (PBL) and guide teachers in developing authentic tasks and rubrics that engage students through projects involving critical thinking, teamwork, and problem-solving skills.
2. Increase cross-disciplinary collaborations.
3. Create more options for elective classes.
4. Open a Basic Computer Skills class for the PM program.
5. Give the library more access and hire a librarian to upgrade the system and books.
6. Create a tutoring program for students enrolled in college courses and students struggling with academic classes.

Category C: Learning and Teaching (*6 pages maximum for Category C*)

Criterion C1: Student Engagement in Challenging and Relevant Learning Experiences

Criterion C1: Student Engagement in Challenging and Relevant Learning Experiences (*1–3 pages maximum*)

All students experience an equity-centered learning environment and are involved in challenging and relevant learning experiences reflecting schoolwide goals, academic standards, and college and career readiness indicators.

C1.1 Results of Student Observations and Examining Work: All students are involved in challenging and relevant work in an equity-centered learning environment.

C1.2 Student Understanding of Learning Expectations: All students understand the standards/expected performance levels for each area of study in order to demonstrate learning and college and career readiness.

Findings	Evidence
C1.1 Escuela Popular High School demonstrates a commitment to engaging students in challenging and relevant learning experiences across various subjects. Students apply skills and content learned through project-based assignments, emphasizing practical applications in different classes. In physical education, students learn and develop skills through playing matches of different sports. Science classes incorporate hands-on experiences with labs, experiments, and demonstrations, allowing students to practice what they have learned while the teacher observes their work in pairs. Oral presentations are a recurring element in core English and ELD classes providing students with varied public speaking experiences and opportunities to practice academic language. Writing proficiency is a key focus, with students writing portfolio essays of different types quarterly in English and Social Studies classes. Additionally, students in ELD demonstrate correct verb tenses in paragraph writing through journal entries. Reading logs across ELD and core English reveal that	• Rubrics for Essays and Oral Presentations: Eng 1 through 3 • ELD Writing Expectations • ELD Paragraph • Science Projects • ELD Oral Presentations • ELD Scope and Sequence • ESLRs • ELD 2 Syllabus • AFLC ELD 3 Scope and Sequence • Math 1 Q 1 Discrete Graph • Math 1 Gallery Walk Project

students are challenged to read independent texts at or above their Lexile range to improve reading proficiency. The school has invested in the Newsela Pro platform to ensure engagement in challenging and relevant readings on a variety of topics. In math classes, students work collaboratively on assignments that involve questions requiring answers at different complexity levels. They are also required to present real-life problems with various representations, including tables, graphs, equations, and explanations. Spanish classes focus on improving language skills by analyzing literature, exploring culture, and enhancing academic proficiency in Spanish. Teachers post challenging and relevant learning outcomes based on academic standards, scopes and sequences, or curriculum maps. The expected schoolwide learning results guide instruction and inform students about expected performance levels. **C1.2** Escuela Popular High School demonstrates a commitment to clear communication of learning objectives and expectations across various subjects. In the designated ELD classes, students are assessed through quizzes using a variety of formats, such as answering questions in complete sentences, multiple choice, comprehensive reading, and translation of sentences. This diverse assessment approach ensures that students can demonstrate their knowledge using different skills. All departments, including English and ELD, provide students with copies of course syllabi, outlining class expectations and objectives. In English classes, students are provided with rubrics and essay models, along with scaffolded assignments. ELD and English teachers use rubrics for formal writing assignments and oral presentations. Core English classes assess students quarterly using proficiencies detailed in class syllabi.	

Physical Education (PE) teachers follow standards to support students in their areas of growth. The alignment with scopes and sequences and yearly plans ensures that students learn fundamental skills progressively. Learning objectives in core classes are rooted in Common Core standards and state frameworks. The ELD department is actively aligning and refining its curriculum with the English Language Development (ELD) standards.	

Criterion C2: Student-Centered Instruction through a Variety of Strategies and Resources

Criterion C2: Student-Centered Instruction through a Variety of Strategies and Resources (*2–3 pages maximum*)

All teachers use a variety of strategies and resources to create an equity-centered learning environment that actively engage all students in creative and critical thinking, problem solving and application of learning.

C2.1 Teachers Facilitate Learning: Teachers use a variety of evidence-based instructional methodologies to promote student learning and encourage student agency.
C2.2 Student Voice and Agency: Student voice and agency are equally applicable for all students, empowering them to be meaningfully engaged in decision making about their own learning, strategic thinking, and problem solving.
C2.3 Digital Learning and Problem Solving: Teachers use technology and digital learning tools to enhance and support student learning and help students solve real-world problems.
C2.4 Career Preparedness and Applied Learning: Teachers provide learning opportunities that extend beyond the textbook and classroom, deepen students' depth of knowl**C.2.1** edge, and prepare them for college and careers.

Findings	Evidence
C2.1 Escuela Popular High School employs a variety of formative assessments, such as Teaching Learning Communities (TLC), to gauge student knowledge. In English 1, students have diverse opportunities to demonstrate their understanding through writing, multiple-choice quizzes, acting, drawing, and more,	• TLC Documents • TLC Strategies • TLC Triangle of Learning • E3 Q2 LoD Review--Opinion

fostering a comprehensive assessment approach. Teachers at Escuela Popular stay current in instructional content and research-based methodologies, including the integrated use of multimedia and technology. While professional development opportunities have been provided, there is recognition that further alignment of practices and shared knowledge is needed among teachers. The school aims to focus on professional development that aligns with instructional strategies presently used and introduces new ones, with the introduction of aligned performance tasks being a positive step towards this goal. Teachers employ various strategies in their classrooms, including identifying and differentiating students with learning disabilities, using equity teaching techniques to accommodate different learning modalities, and relating instruction to students' cultures and experiences. Teachers in English, ELD, social studies, and Spanish classes use brainstorming, graphic organizers, comprehension checks, daily journals, and the jigsaw strategy to enhance student engagement and understanding. These strategies contribute to a dynamic and inclusive learning environment at Escuela Popular High School. **C2.2** The involvement of students in Individualized Education Program (IEP) meetings is an important aspect of inclusive education, ensuring that students play an active role in decisions about their learning. In the context of mathematics at Escuela Popular, students are given the opportunity to showcase their understanding through performance tasks, and they have the flexibility to choose the format that suits them best. This may include creating a slideshow, a poster, or a proportional model. This approach recognizes and accommodates diverse learning styles, allowing students to express their knowledge in a way that aligns with their strengths and preferences. Additionally, the use of strategies learned in Teacher Learning Communities (TLCs) contributes to	Article- • SPED Planning Chart • SPED PersuasionMap • Google Classroom Classwork • Google Classroom Agenda Google Classroom Gradebook • Math Lab Packet • Math Lab Video • Redlining Field Trip with SJ Department of Transportation • Student designed survey: What is housing like for the people of San Jose? • Flipgrid Presentation

fostering an environment where students are encouraged to take ownership of their own learning. TLCs typically involve collaborative efforts among teachers to share effective teaching practices and strategies. By implementing these strategies in the classroom, students are empowered to actively participate in their learning journey, promoting a sense of responsibility and engagement. **C2.3** Escuela Popular High School integrates technology into various aspects of learning to enhance instruction and provide students with opportunities to engage with modern media. Here are some key points about the use of technology at Escuela Popular: 1. Students use Google Classroom for completing and submitting assignments. 2. The SpEd department utilizes technology tools such as text-to-speech, audiobooks, and digital books to support students with diverse learning needs. 3. In math labs, students can watch videos with explanations, enabling them to progress through the material at their own pace. This approach allows students to advance more quickly through the math labs and enter core math courses sooner. 4. The use of Google Classroom and its Gradebook provides students with the ability to monitor their progress. They can access agendas, lesson objectives, assignments, videos, and handouts, which is particularly beneficial for students who may have missed a class or need additional clarification. 5. Some authentic tasks/performance tasks require students to present information using slide shows, incorporating technology into their presentations. Additionally, students in math courses are required to use desmos.com, an online tool for graphing various functions. 6. In various classes, teachers regularly use	

technology tools such as Google Suite apps, Newsela, Flipgrid, NoRedInk, and Naiku to facilitate instruction and provide additional resources for students. 7. Escuela Popular provides students with the opportunity to take basic computer skills courses as electives during regular hours. This enables them to learn essential components of using technology as a learning tool, including creating presentations, and documents and conducting internet research. However, these courses are not currently offered to students in the evening program. The school is actively exploring options to extend these courses to all students, indicating a commitment to ensuring that technology education is accessible to a broader range of learners. **C2.4** Escuela Popular High School provides a dynamic and inclusive learning environment that encourages students to think critically, problem-solve, and apply their knowledge across various subjects. In Math classes, students have access to online platforms such as Khan Academy and Google Classroom. These resources offer students access to videos and practice materials related to the topics learned in class, providing additional support and reinforcement. Teachers at Escuela Popular challenge students daily, fostering critical thinking and problem-solving skills at both group and individual levels. The school enrolls students throughout the year, resulting in a diverse student body with varying educational backgrounds. Different levels of student work are observed in ELD classes, where assignments in beginning ELD classes require critical thinking, including translation tasks and analysis of syntax. Students across different subjects demonstrate higher-order thinking skills through various assignments. Language courses involve writing different types of essays, research papers, and literary	

analyses. The health class provides opportunities to apply knowledge in real-life situations, such as CPR training. Escuela Popular students utilize a variety of materials and resources beyond textbooks to enhance their learning experience. Science teachers incorporate video technology to reinforce lessons, and English classes involve reading novels and short stories that complement the course literature. The Personal Educational Reflection (PER) project in English 3 requires students to critically reflect on their education and post-graduation goals, creating a timeline and researching opportunities for further education or career paths. Science classes leverage videos, websites, and laboratories to provide a comprehensive and enriched learning experience. Escuela Popular encourages students to apply their knowledge, skills, and leadership abilities in extracurricular activities. The school does not currently offer extended opportunities for extracurricular activities. There are plans to offer opportunities for clubs, volunteering, and community service in the future to enrich the students' overall learning experience and contribute to their personal and social development.	

ACS WASC Category C. Learning and Teaching Summary

Prioritize and list the strengths and growth areas for the criteria and indicators in this category based on the school's identified major student learner needs.

Areas of Strength

1. Teachers from various content areas seamlessly incorporate technology and digital learning tools into the classroom, aiming to augment student learning and foster problem-solving skills.
2. The collaboration with San Jose State (Y-Plan) has provided teachers with supplementary professional development. Teachers have applied the strategies and activities acquired through this collaboration with San Jose State (Y-Plan) to benefit other classes.
3. Teaching Learning Communities (TLC) has provided teachers with new formative assessment strategies.

4. The ELD and Math Lab programs provide students with foundational skills, better preparing them for core classes. Implementing intentional strategies has positively enhanced the learning environment, promoting higher-order thinking and inclusion.
5. Core subjects such as English, math, science, and social science present students with meaningful learning experiences that adhere to the Common Core and College and Career Readiness standards, offering challenging educational opportunities.
6. The ELD and Math Lab programs allow students to learn foundational skills that can help them be more prepared for core classes.

Areas of Growth

1. Empower students to be actively involved in decision-making about their learning, strategic thinking, and problem-solving.
2. Offer professional development on Project-Based Learning (PBL) and guide teachers in developing authentic tasks that engage students through projects involving critical thinking, teamwork, and problem-solving skills.
3. Monitor the success and impact of our program post-graduation for students.
4. Establish a cooperative and encouraging educational framework involving community partners. Maintain consistent communication with feeder schools, local colleges, universities, and technical schools to foster collaboration and support.
5. Align College and Career Readiness standards to all curricula to ensure all students are well-prepared for success in post-secondary education and the workforce.

Category D: Assessment and Accountability (*6 pages maximum for Category D*)

Criterion D1: Reporting and Accountability Process

Criterion D1: Reporting and Accountability Process (*1–3 pages maximum*)

The school leadership and instructional staff use effective and equitable assessment processes to collect, disaggregate, analyze, and report schoolwide student performance data to the school staff, students, parents, and other stakeholders/educational partners. The analysis of data guides the school's programs and processes, the allocation and usage of resources, and forms the basis for the development of the schoolwide action plan/SPSA aligned with the LCAP.

D1.1 Professionally Acceptable Assessment Process: The school leadership and instructional staff use effective and equitable assessment processes to collect, disaggregate, analyze, and report student performance data to all stakeholders/educational partners.
D1.2 Basis for Determination of Performance Level: The school leadership and instructional staff have agreed upon the basis for students' grades, growth, and performance levels to ensure consistency across and within grade levels and content areas.
D1.3 Assessment of Program Areas: School teams use assessment results to make changes in the school program, implement professional development activities, and allocate resources demonstrating a results-driven, continuous school improvement process.
D1.4 Schoolwide Modifications Based on Assessment Results: School leadership partners with district leadership to periodically assess programs and expectations for students' academic growth and progress.

Findings	Evidence
D1.1 Student academic achievement data is shared with Escuela Popular Board of Directors, staff, parents, students, and the community at different times during the school year, using a variety of methods and channels of communication, one of them being during board meetings where the assessments and results of available data are shared with the audience. To share data internally, state and local assessment data are imported into student data management systems such as PowerSchool, PowerTeacherPro, and more recently, Otus (effective 2023-24 school year). Assessment data is always imported immediately after student data results become available for all local and state assessments administered. Otus is a	• PowerSchool • NWEA Website • Otus • PowerTeacherPro • Director Reports • NWEA Reports • ELPAC Letter • EPAFLC SARC • EPCTC SARC • Initial ELPAC Letter

teacher-friendly system that can be used to navigate through individual teacher's assigned students. It is also available to administrators including the Principal, Instructional Leaders, Assessment Coordinator, and Special Education Coordinator. The main goal is to inform everyone of the academic progress of the students to find areas of improvement. The following assessment results are collected, disaggregated, and shared with the EP community, by grade level and subgroups: • English Learner Proficiency Assessments for California (ELPAC) • Smarter Balanced Assessments Consortium (SBAC) • Northwest Evaluation Association test Measure of Academic Progress in Reading and Mathematics (NWEA MAP) • Physical Fitness Test (PFT) In addition, test score reports are sent to parents of students in the under 19 programs and to students for the EPCTC program. (ELPAC, Smarter Balanced, etc). The under-19 ELD Department teachers send individual students' reports to parents twice every quarter. EPCTC ELD Eng.1- 4 students are able to check their grades through Google Classroom and final reports in PowerTeacher are shared with students. Math Core- Google Classroom and PowerTeacher reports are visible to students. The purpose of acquiring the Otus platform is for teachers to have access to all of this data, Escuela Popular teachers and administrators are currently working on getting familiar with the platform. **D1.2** Escuela Popular's leadership and instructional staff have agreed upon the basis for students' grades, growth, and performance levels to ensure consistency across and within grade levels and content areas. Teachers have individual systems for determining a student's grade(s) at	• Rubrics for essays and oral presentations: Eng 1 through 3 • ELD Writing Expectations • ELD 1A-3B Final Project Rubrics • Quarterly Report Cards • Transcripts

the end of the quarter and for all tasks completed. Escuela Popular has an A,- F grading system, whereas A,B, and C grades are required to be promoted to the next ELD's level, and A,B,C, and D are required for passing in all other courses. Escuela Popular's math, ELD, Humanities and all of the departments have common rubrics to determine students' academic progress. These are done through ● Rubrics & Categories ● Presentations ● 3A-3B Writing and Oral Presentations ● 1A-2B Writing rubrics in progress ● Math project rubric In addition, there have been changes to the structure of the class in the Math Department; Modules have been changed to Math Labs to adapt the curriculum of students without changing the educational standards of California. Currently, the ELD and English departments have created proficiencies for determining a student's grade(s) at the end of the quarter. These departments have also created common assessments which are reviewed and refined quarterly. The school has a detailed process for collecting and storing grades and credit completion on a quarterly system, approximately every 10 weeks. The letter grade is the result of multiple assessments such as weekly quizzes, homework, oral presentations, essays, writings/journals, participation, projects, and final exams. Every quarter, teachers evaluate and determine if a student has mastered the set of skills and knowledge to be promoted to the next level. Final quarter grades are recorded and stored in PowerTeacher and then imported into PowerSchool. Passing grades are translated into credit earned. The school has collected and is able to calculate percentages for credit completion rates, which Escuela Popular used extensively to monitor student	● Math Placement Test ● ELD Pre-assessment ● English 1-3 Writing Pre-assessment

achievement and passing rates. Credit completion rates are important to our school considering the adult population and high mobility rate. **D1.3** Teachers administer a variety of formative and summative assessments. Teachers have a working knowledge of the analysis of student work and independently use classroom and individual student assessment data to provide targeted support to students both inside and outside of the classroom. Escuela Popular teachers use the pre-writing assessment to evaluate the need to emphasize struggling areas in writing. They use the Lexile scores to create groups with the same reading Lexile and assign strategically the seating charts based on students' needs. There is a need to focus more on analyzing test scores and adjusting lesson plans based on students' areas of improvement, especially on the ELPAC state test since our high school has a high concentration of English Learners. Teachers have access to a range of tools that enable them to assess students' learning styles and determine how students learn best. While formative and summative assessments are currently utilized by all teachers, we have identified a need to improve the variety of assessments teachers use. There is a particular emphasis on transitioning to performance task assessments, which enable students to apply language and skills in meaningful and interactive contexts. The alignment of performance-based assessments and rubrics is necessary for monitoring and informing instruction. **D1.4** Escuela Popular's leadership in partnership with teachers periodically assesses programs and expectations for students' academic growth and progress. Escuela Popular staff meets at different times during the year such as: • In-service days	• PD Calendar • TLC Agenda • TLC Workshop 11 • Teaching Learning Communities (TLCs) Presentation

• Department Meetings • TLCs Meetings • LCAP Meetings to analyze students' data and the processes of how this data is collected.	

Criterion D2: Using Student Assessment Strategies to Monitor and Modify Learning Progress

Criterion D2: Using Student Assessment Strategies to Monitor and Modify Learning Progress (*1–3 pages maximum*)

Teachers employ a variety of appropriate assessment strategies to evaluate student learning. Students and teachers use these findings to modify the learning/teaching practices to improve student learning within and across grade levels and departments.

D2.1 Monitoring Student Growth: Teachers determine and monitor all students' growth and progress toward meeting the schoolwide student goals/graduate profile, academic standards, and college and career readiness expectations.
D2.2 Teacher and Student Feedback: Teachers provide timely, specific and descriptive feedback in order to support students in achieving learning goals. Teachers use student feedback and dialogue to monitor progress and learn about the degree to which learning experiences are understood, relevant, and prepare students for college and careers.
D2.3 Demonstration of Student Achievement: Teachers use the analysis of formative and summative assessments to guide, modify, and adjust curricular and instructional approaches.

Findings	Evidence
D2.1 To monitor students' development and direct instruction in the classroom, teachers regularly use the proper formative and summative assessment techniques. Analyzing student work and assessments demonstrates that students exhibit standard success in a variety of ways. Through projects, benchmarks, test scores, and daily formal and informal assessments in the classroom, students show that they have reached their goals and are making progress. The school uses various platforms which offer a variety of online assessment options, including multiple-choice questions, fill-in-the-blank questions, and essay grading tools. The outcomes of these evaluations provide educators with a variety	• Summative Assessments • NWEA Reports • Assessment Calendars • Quarterly Report Cards

of information that they can utilize to identify learning gaps, establish an appropriate pace, and evaluate if reteaching is required. **D2.2** Escuela Popular has an effective process to provide student feedback and is an important part of monitoring student and classroom progress over time based on academic standards, college and career readiness, and schoolwide learner outcomes. Interviews and dialogue with representative students inform the degree to which learning experiences are understood and relevant in preparing students for college, career, and life. Teachers are in constant communication with students throughout the quarter providing feedback and showing students their areas of improvement. Every year, Escuela Popular alumni receive invitations to attend our College Day, where they can share their college experiences with our current students. Our alumni have conveyed a sense of readiness for success in community college and emphasized the importance of enhancing English writing skills and oral language proficiency. This is seen as crucial for better preparation and competitiveness among students beyond the Escuela Popular community. **D2.3** Escuela Popular maintains cohesion in its assessment practices. All teachers utilize pre-assessments, formative assessments, and summative assessments to monitor student progress throughout the quarter. The range of assessments encompasses quizzes, oral presentations, projects, peer and self-evaluations, student-written questions, essays, journals, and final course exams. Specifically in ELD classes, weekly quizzes and final summative exams are administered on a quarterly basis. Promotion to the next ELD level is determined based on students demonstrating mastery of the content. Furthermore, teachers across all disciplines employ a variety of formative assessment strategies acquired during TLCs. These strategies play a crucial role in gathering achievement data and informing instructional decisions. Escuela Popular actively discusses the potential adoption of specific strategies and	• ELPAC Parent Notification Letter • Otus • NWEA Reports • Summative Assessment

techniques to ensure consistency within each discipline or course level, aligning with the desired student outcomes.	

ACS WASC Category D. Assessment and Accountability Summary

Prioritize and list the strengths and growth areas for the criteria and indicators in this category based on the school's identified major student learner needs.

Areas of Strength

1. Honor roll assemblies recognize academic achievements, motivating students to progress toward graduation
2. Teachers cover syllabus details on the first day of class, including content, major assignments, and grading criteria.
3. Instruction is adjusted based on pre-assessment results and formative assessments learned in TLCs.
4. Department meetings involve teachers sharing best practices to enhance student performance.
5. The Maht Modules program has evolved into Math Labs to meet student needs while adhering to educational standards.
6. The ELD, Math, and English departments adhere to standardized grading criteria and proficiency benchmarks. Additionally, they utilize shared Google Drive folders to collaborate on materials at various educational levels.
7. The school adopted the Otus platform for tracking student assessment results.

Areas of Growth

1. Utilize the Google Classroom gradebook for storing and sharing grades with students and families consistently.
2. Distribute students' standardized test scores to math teachers when scores are released.
3. Enhance the process of informing students about test dates and their purpose.
4. Offer more comprehensive explanations to teachers regarding students' state test scores.
5. Strengthen communication channels between different departments.
6. Implement training sessions on student assessments for new teachers.
7. Conduct follow-up training on the new assessment data platform (Otus).
8. Develop an infrastructure to allow instructional leaders and teachers to analyze student achievement data to inform instruction and continue developing.

Category E: School Culture and Support for Student Personal, Social-Emotional, and Academic Growth (*6 pages maximum for Category E*)

Criterion E1: Family and Community Involvement

Criterion E1: Family and Community Involvement (*1–2 pages maximum*)

The school leadership employs a wide range of culturally sensitive strategies to encourage family and community involvement, especially with the learning/teaching process.

E1.1 Strategies and Processes: School implements a range of culturally sensitive strategies and processes for ongoing family and community involvement in the learning and teaching process for all students.
E1.2 Inclusive Cultural Understanding: School leadership values the cultures of students and adults through the learning opportunities and materials provided to develop an inclusive cultural understanding.
E1.3 Rapport and Trust: School leadership develops rapport and trust with students, staff, families, and the community, valuing the identities of all individuals.

Findings	Evidence
E1.1 & E1.2 The School prides itself on its over 35 years of experience implementing culturally sensitive strategies and processes to facilitate continuous student, family, and community engagement. Part of Escuela Popular's uniqueness is that it simultaneously serves both adults and students of traditional high school age. Culturally sensitive strategies and processes implemented are: ● The main characteristic of the school is that it focuses on students' needs by providing adjusted schedules for students who work in the morning and/or evening by providing both an AM & PM school schedule. ● Free child care ensures students and their children are learning in a safe environment. The childcare program serves more than 200 children of Escuela Popular students, who benefit from high-quality care and child development. The program follows the Waldorf-Inspired LifeWays Curriculum, which emphasizes the importance of nurturing relationships in	● School Wide Events Calendar ● Bell Schedule ● Childcare Academy ● Waldorf training ● Student Engagement Teacher's Presentation/Tier Intervention ● Outreach Recruitment ● Student PBIS System Teacher's Presentation ● Escuela Popular Community App ● Health Fair

a child's life and offers healthy snacks, education, art and music, and activities connected to nature. Without the childcare program, many students would not be able to attend school. ● Meeting students where they are and supporting them with their academic dreams to transform their lives with educational services designed to meet their language, social, and academic needs. ● Open enrollment that allows students to enroll in school any time during the year. We typically experience an influx of new students in the month of January in the middle of the school year. ● Culturally relevant instruction that supports learning through strategic use of the primary language, also known as Translanguaging. ● Culturally responsive support services that support the needs of immigrant and unaccompanied minors who have experienced trauma. ● 90% of Escuela Popular staff reflect the student body and are bilingual/bicultural. ● New student needs assessment in-take process and quarterly new student orientation sessions are critical to ensure student's academic success. The school has a system to identify truant students and provide different interventions to prevent this issue. ● School hours of operation are 7:30 am -11:00 pm. Escuela Popular's approach to parent and community involvement is non-traditional and innovative. For instance, several EPAFLC students do not live with their immediate families but with aunts, uncles, older siblings, or other non-parental family members. These non-parental family members' involvement in the student's education is limited; therefore, the focus is on the students themselves in the teaching/learning process, engagement, and connection with positive male and female role models. The adult students are heavily invested in their education.	● Orientation: New EPCTC Students ● Orientation: New EP AFLC Students ● Cyberbullying Educational Services ● Parent Conference ● Parent Conference 2024 ● Outreach Recruitment ● Family Night Welcome Back to School Invitations ● Field Trip Permissions ● EPAFLC High School Student Handbook ● EPCTC High School Student Handbook ● Parent Conference

Despite the heavy work schedules and family responsibilities, they are persistent in attending school and committed to obtaining a high school diploma. **E1.3** School leadership fosters rapport and trust with students, staff, families, and the community by creating a safe, inclusive learning environment. In addition to the strategies and processes mentioned above, the School promotes open and transparent communication via a variety of means. Families of EPAFLC students are invited to campus to attend our Family Nights, which take place quarterly. During this time, we celebrate student's academic achievement and Jaguar's Pride. Families of our youth are also invited to our Cafecito with the principal every month. During these meetings, parents are informed about school-wide events, such as the Parent Conference/Open House, Feria de Salud, Back to School, monthly academic assemblies, etc., and relevant aspects of everyday school life. Parents also have the opportunity to provide feedback to teachers and administration twice a year by providing an LCAP Feedback Survey. Seniors can share their academic experience with the community during their personal reflection speech (PERS). Involvement with the community includes visits from inspirational speakers and professionals, visits to local colleges/universities, and collaboration with local businesses and community organizations. Escuela Popular partners with the Center for Training and Careers (CTC) to support vocational training, such as digital literacy courses. Escuela Popular has established collaborative partnerships with community organizations that provide social services to our students and families, strengthening the School's commitment to the well-being of the entire community. These partnerships include: ● Santa Clara Valley Medical Center, which provides on-site medical services and accessible health care to students ages twenty-six and younger. The medical van,	● Gardner Student's Workshops ● Gardner MOU ● Kaiser Permanente Educational Plays ● ParentSquare

as it is known on campus, visits Escuela Popular either once or twice per month. ● Gardner Health Services, which provides on-site mental health professionals to visit classrooms biweekly and work with 6th through 12th-grade students about normalizing feelings, conflict resolution, suicide prevention, etc. ● Kaiser Permanente's Theater program for 3rd to 12th-grade students to teach them how to identify healthy ways to cope with stress and access available resources for them. Here are some additional ways Escuela Popular supports educational partners' involvement and needs: ● Annual Parent Conference for students who are parents and for parents of youth students. ● The Childcare program Annual Open House for parents. ● Counselors conduct annual one-on-one meetings with all youth students and their parents and additional meetings as needed on a case-by-case basis. ● Teachers conduct one-on-one meetings with parents. ● Parents or guardians are involved when students receive medical services from the Health Van. ● Family members are invited to school events. ● Use of ParentSquare to inform parents and guardians about school events and resources. ● Escuela Popular App that includes the school calendar, events, and resources in housing, legal, labor, immigration, internal referrals, etc. ● Community Schools services which include legal advocacy, food, referrals for rent assistance, immigration services, etc.	

Criterion E2: School Culture and Environment

Criterion E2: School Culture and Environment Criterion (*1–2 pages maximum*)

The school leadership focuses on continuous school improvement by providing a safe, clean, and orderly place that nurtures learning and developing a culture that is characterized by trust, professionalism, and high expectations for all students.

E2.1 Policies and Resources: The policies, regulations, and resources ensure a safe, clean, and orderly place that nurtures learning for all students, including internet safety.

E2.2 Trust, Respect, and Equity: The school culture demonstrates caring, concern and high expectations for all students in an environment that honors individual differences, social emotional needs and is conducive to learning.

E2.3 School Culture: The entire school community has an atmosphere of trust, respect, equity, and professionalism.

Findings	Evidence
E2.1 The School's policies, regulations, and resources ensure a safe, clean, and orderly learning environment. The School has a Safety Committee that meets biweekly to make sure safety policies and procedures are being followed. This includes protocols for emergencies, active shooter, fire drills, and overall safety of the campus. The school leadership is in contact with the San Jose Police Department Community officer, who acts as a resource to our campus. Our Business and Operations Manager supervises the allocation of resources for regular maintenance and cleanliness of school facilities. There are also internet safety protocols to educate students on responsible online behavior, content filters, network/firewall, and guidelines on the appropriate use of technology. **E2.2** The School cultivates a positive and inclusive environment where students feel welcomed and valued. There is an atmosphere that embodies care, concern, and high expectations for all students. Escuela Popular staff is committed to the established Learning Principles and Core Values that clearly communicate high	• Safety Plan • Safety Plan Presentation • Code of Conduct • EP Core Values & Learning Principles • School Climate Survey Parent Feedback • School Climate Survey Student Feedback • Free backpack • Bell Schedule • Family Night Welcome Back to School Invitations • Honor Roll • Incident Report • Academic Advisor Intervention • Childcare Academy Professional Development • Master_PD & Collaboration Plan • EP Staff Resources

expectations. Escuela Popular serves students from Latin America who face numerous challenges when migrating to the United States. Economic inequality, lack of resources, and insecurity in their home countries make it difficult for them to pursue their education. Some students are illiterate in their native country and have to complete their education in a new country. Fortunately, Escuela Popular provides a welcoming community that supports all its students' emotional and academic growth. EP teachers learn different ways to identify student's needs and make appropriate referrals when needed. Integrated student support, expanded and enriched learning opportunities, and the encouragement of family and community participation are the resources that make Escuela Popular the best choice for students who want to achieve their full potential. Escuela Popular has a detailed Code of Conduct (COC) that explicitly relays expected behavior for students and staff. The school employs restorative justice practices to address and teach unwanted behaviors. The School has caring and approachable staff that is readily available to address concerns and build positive relationships. Our students can identify with teachers and staff who speak their native language, value their cultural traditions, honor their resilience, believe in them, and hold high expectations. This staff includes our teachers, childcare specialists, Principal, Student Services Associate Director, Instructional Leaders, Student Resource Advocate, Academic Advisors, Community Relations Advocate, Student Data Manager, Campus Supervisors, and Special Education Coordinator. The majority of them are bilingual/bicultural and alumni of Escuela Popular.	• Digital /Student/Parent Tutorials • AFLC and AM- CTC High School Bell Schedule

The School implements restorative practices to address conflicts and behavior issues in a loving and caring manner that stimulates a just mind where students understand and correct their wrongs. Taking accountability for their misbehaviors places them in a position of learning, validation, and empowerment. **E2.3** Escuela Popular cultivates a school culture that is characterized by respect, trust, equity, and professionalism. The intentional efforts of the entire school community to foster a positive school culture are: ● Family Center Model, where the entire family has access to educational services in one location, ● Listening sessions to improve and build communication and trust between colleagues to serve students. Listening sessions provide an opportunity for staff to listen and be listened to. This practice has had a positive effect on staff relations. ● Happiness Aim Methodology, a schoolwide effort that provides tools and practices to help manage one's emotional state. These tools and practices are used to calm one's self and foster a collaborative school environment. ● Student Support services have always been at the heart of Escuela Popular. This approach has successfully formed trusting relationships with students due to the sensitivity to the economic and social hardships the student population faces. The support services have become an essential part of building trusting relationships with students and the community. This year, we got a grant from the California Community Schools Program Partnership Program that will allow the school to be able to provide case management to better address students' needs.	

Criterion E3: Academic, Social-Emotional, and Multi-tiered Supports

Directions

- Evaluate the school's effectiveness in addressing the School Culture and Support criteria and the supporting indicators.
- Explain or reference evidence that supports your succinct, narrative response.
- Explain how the multi-tiered support systems impact student learning and well-being.

Criterion E3: Multi-tiered Personal, Social-Emotional, and Academic Supports (*1–2 pages maximum*)

All students receive appropriate academic, social-emotional, and multi-tiered support to help ensure student learning, college and career readiness and success. Students with special talents and/or needs have access to an equitable system of personal support service, activities, and opportunities at school and in the community.

E3.1 Multi-tiered Support: School leadership implements personalized, academic multi-tiered support and alternative instructional approaches to meet student needs.
E3.2 Multi-tiered Support Effectiveness: School leadership assesses the effectiveness of multi-tiered support for students' social-emotional learning needs.
E3.3 Student Involvement: The school ensures a high level of student involvement in curricular and co-curricular activities that link to schoolwide student goals/graduate profile, academic standards, and college and career readiness.
E3.4 Student Self Advocacy: Students deepen their sense of self and make personal and community connections that are meaningful and relevant and allow students to become advocates for their own needs and supports.

Findings	Evidence
E3.1 Escuela Popular implements personalized, academic multi-tiered support and alternative instructional approaches to meet student needs through a systematic and responsive approach. The School's leadership has strengthened the student services department to support students' socio-economic and social-emotional needs. In collaboration with the Student Services Associate Director, Principal and teachers, conducts a needs assessment to identify students areas of need. Through teacher or parent referrals the Student Services department provides the first level of assessment and intervention. The tiered system of support includes three different levels of	• Truancy Presentation to Supportive Services Staff • Medical Van calendar • Student Referral Process to SST/504 • Safety zone maps Campus Supervision Areas

intervention. Tier 1 is for all students through school-wide events, Tier 2 is for additional support the use of SST and 540 plans and Tier 3 is for intensive interventions referral to in-house and community services. Student Success Team (SST) meetings, in which a student meets with his/her teachers and a parent. The student's academic strengths and weaknesses are acknowledged, and a plan is formulated for academic success. As a result of these meetings, teachers agree to make modifications to assist the students. Either 504 plans or IEPs are developed for students with special needs. All physical and mental health support services at Escuela Popular are designed to help students overcome barriers and better manage their lives. Many students are forced to leave their family support systems in their home country when they migrate to the United States. Recognizing this dilemma, the school serves as a second family and home for students when they arrive here. A comprehensive partnership with local community-based organizations has helped bring in socio-emotional programs for students. **E3.2** To assess the effectiveness of multi-tiered support for students' social-emotional learning needs the School has established this as one of the goals in the LCAP/SWAP with clear and measurable goals and action steps. Annually and quarterly, the schools collect data on school climate and satisfaction, credit completion, retention rates, attendance rates, parent involvement, and suspensions to evaluate the effectiveness of the strategies to support students. **E3.3** The School fosters a dynamic and student-centered environment that encourages high levels of involvement in both curricular and co-curricular activities that align with schoolwide student goals, academic standards, and college and career readiness objectives. The majority of Escuela Popular students work full-time while they attend school and in many cases are heads of households.	• Safety zone maps • LCAP Student Survey 2023-2024 • LCAP Parent Feedback Survey • Referrals to Students Associate director • Request for Presentation/Workshops • EP Student Suicide Prevention Policy • EP Emergency Crisis Response Team Training • Teachers Training • Safeschools • Youth Leadership Empowerment YouthLeadership Recruitment Team • Youth Development Program • Youth Elections 23/24 • College Orientation • Career day • College Day • College Support • College Fair • Cyber High Classes • Escuela Popular Dual Enrollment

The time they have to attend school is very limited. The School understands this circumstance and provides as many activities as possible within the school day. These include: ● Health and Leadership Classes also known as "Promotores' ' are provided where students have the opportunity to become health promoters and every year; they organize the Annual Health Fair, where they bring together many community organizations that promote wellness. Students also present to educate on health issues facing our community. Visits to health seminars in universities such as UC Berkeley and Stanford are also a part of this program. ● Annual Career Day, where professional speakers are invited to talk to students about their careers. Academic counselors present requirements to obtain degrees for certain careers. Academic advisors are available to assist students in exploring career paths. ● Annual College Day where alumni are asked to return to share their college experience. Community College representatives are on campus to provide students with information. ● Academic Advisors provide support to complete college applications and financial aid. Escuela Popular has a Student Fund that provides scholarships to graduates. ● Art, Music, Filming, and Theater classes are available to expose students to the arts. ● Sports Tournaments to foster enthusiasm, and teamwork, and promote physical activity. ● Spirit Weeks to create a sense of fun, belonging, and community. ● Cultural festivities at school, including Day of the Dead, Posadas, Founder's Week, Mother's Day, and Cesar Chavez Day. ● Tutoring where teachers make themselves available before school, during lunch, and after school to tutor students. The over-19 program offers a Learning Enrichment period for tutoring and make-up time. The under-19 program offers scheduled tutoring during the	

academic lab, where teachers upload resources such as videos and class materials onto Google Classroom or YouTube for students to access outside class time.

- Escuela Popular connects with outside agencies, such as Alum Rock Youth Center, Gardner, Youth Initiatives, San Jose Bridge Communities, Kaiser Permanente, and Next Door Solutions to Domestic Violence, to counsel at-risk youth.
- An annual parenting conference is held where families are invited to participate in workshops on topics such as mental health, nutrition, cancer awareness, immigration, and more.
- Dual Enrollment and Concurrent Enrollment opportunities for students through our partnership with San Jose City College.

E3.4 As the School's vision states, Escuela Popular educates to transform lives, an essential part of providing access to education to immigrant students and families is so they can become advocates for their own lives, their families and community. In fact, our proudest achievement is our Homegrown Teacher Program, where our alumni have completed their certification for teaching and administration or are in the process. At least 60% of our staff currently working as teachers, paraprofessionals, childcare specialists or administrators have graduated from our high school program.

Typically, Escuela Popular students earn their high school diploma and learn English, meet friends, hear about job opportunities, get health services, learn about their new community, and participate in new cultural traditions. In addition, our students can access personal and family counseling, participate in health programs, receive free childcare while attending school, and attend enriching field trips. These activities are directly tied to ESLRs – to create students who are responsible citizens, intellectually curious, sound and healthy, and effective bi-literate communicators. We recognize that many students, primarily due to poverty and the

strains of their transition to a new country, have stressful and sometimes chaotic lives and that this can make for a challenging environment in which to learn. To this end, Escuela Popular refers students to services such as: ● Alum Rock Counseling Center ● Next Door Solutions Family Services ● Santa Clara Valley Medical Services ● City of San Jose, Youth Intervention Services ● Santa Clara Mental Health Behavioral Department ● Gardner Children's Health Council The cultural, emotional, and social experience that Escuela Popular offers to students is so rich and personal that many are reluctant to leave when it is time to graduate. They return either to work or volunteer at the school, visit with friends, participate in school events, assist teachers, or ask for help from counselors as they maneuver through college.	

ACS WASC Category E. School Culture and Support for Student, Personal, Social-Emotional, and Academic Growth Summary

Prioritize and list the strengths and growth areas for the criteria and indicators in this category based on the school's identified major student learner needs.

Areas of Strength

1. We meet the students where they are at
2. Flexible academic hours
3. Free childcare for all (students & staff)
4. Staff reflect our student population
5. Safe learning environment
6. Students are able to keep their heritage
7. We provide requested resources to support family's needs
8. Provide culturally reflected foods
9. Cultural awareness and respect for all

Areas of Growth

1. Continue refining the process of the needs assessment to gain a better understanding of the support system that is required to address identified needs effectively.
2. Enhance the engagement of students and families through various means of communication to increase school involvement and high school completion.
3. Continue to actively work towards enhancing communication channels and cultivating an environment that encourages collaborative teamwork.
4. Create a framework to provide academic intervention services for adult high school students.

Prioritized Areas of Growth Needs from Categories A through E

Prioritize the growth areas.

- Reassess how student achievement data can be used more effectively in informing instruction and allocation of resources. (Goal 1)

- Offer differentiated professional development opportunities to teachers in all departments in language acquisition and English language development. (Goal 1)

- Increase cross-disciplinary collaborations to create interdisciplinary projects. (Goal 2)

- Offer professional development on Project-Based Learning (PBL) and guide teachers in developing authentic tasks and rubrics that engage students through projects involving critical thinking, teamwork, and problem-solving skills. (Goal 2)

- Develop an infrastructure to guide instructional leaders and teachers to analyze student achievement data to inform instruction. (Goal 1)

- Enhance the engagement of students and families through various means of communication to increase school involvement and high school completion. (Goal 3)

Chapter 4: Summary from Analysis of Identified Major Student Learner Needs

	Category A	Category B	Category C	Category D	Category E
Growth	Reassess how student achievement data can be used more effectively in informing instruction and allocation of resources.	Offer differentiated professional development opportunities to teachers in all departments in language acquisition and English language development. Increase cross-disciplinary collaborations to create interdisciplinary projects.	Offer professional development on Project-Based Learning (PBL) and guide teachers in developing authentic tasks and rubrics that engage students through projects involving critical thinking, teamwork, and problem-solving skills.	Develop an infrastructure to guide instructional leaders and teachers to analyze student achievement data to inform instruction.	Enhance the engagement of students and families through various means of communication to increase school involvement and high school completion.
Strength	The school provides adequate resources for instruction, such as Chromebooks, document cameras, etc Assessment data that provides the academic achievement of students is accessible	Google Classroom is being used by 90% of teachers. Most teachers are effectively integrating more technology into their lessons. Teachers have partnered with organizations such as the San Jose Department of Transportation's Project Vision Zero and San Jose State University (Y-Plan). These partnerships have provided students with a	Teaching Learning Communities (TLC) has provided teachers with new formative assessment strategies. The ELD and Math Lab programs provide students with foundational skills, better preparing them for core classes. Core subjects such as English, math, science, and social science present students with	The Math Modules program has evolved into Math Labs to meet student needs while adhering to educational standards. Honor roll assemblies recognize academic achievements, motivating students to progress toward graduation.	Our program tailors the academic approach to meet students at their current levels. Escuela Popular addresses the challenges associated with childcare responsibilities by providing free childcare services for both students and staff. Our staff reflects the student population.

		curriculum that includes real-world experiences.	meaningful learning experiences that adhere to the Common Core and College and Career Readiness standards, offering challenging educational opportunities.		

- **Provide a summary confirming the major student learner needs based on the School Profile and the Focus Group findings. Cite data/evidence that supports the identification of the major student learner needs.**

Based on the focus group findings, student demographic and achievement data, below is a summary of the identified critical student learning needs.

Student Learner Need #1: Students leave school prior to completing graduation requirements.

Student Learner Need #2: Between 50% - 60% of students do not meet their NWEA Annual Growth Target in reading and mathematics.

Student Learner Need #3: Over 90% of students are immigrant students whose primary language is Spanish and Escuela Popular is their first U.S. school.

Data/evidence that supports the identification of the major student learner needs.

1. The low stability rate of our high school students, currently standing at 19% for EPCTC and for EPAFLC 67.1%, has a profound impact on student achievement and graduation rates. This lack of stability creates challenges for students in maintaining consistent academic progress. CTC Stability Rate AFLC Stability Rate (TK-12)

2. Additionally, for EPCTC 80% and EPAFLC 91% of our students are identified as

socio-economically disadvantaged. This demographic factor further underscores the complexities and barriers that our students may face in their educational journey. CTC Economically Disadvantaged AFLC Economically Disadvantaged

3. A significant portion of our student population faces language-related challenges, with 82.3% of EPAFLC students and over 90% of EPCTC students classified as English learners (ELs). Notably, Escuela Popular serves as their first school experience in the United States, introducing an additional layer of adjustment and learning for these students.
EPCTC number of English Learners taken from CALPADS AFLC English Learners Rate

4. Moreover, EPCTC students and some of our EPAFLC students work full-time and are the heads of households, creating constraints that affect their ability to attend school regularly and make satisfactory progress toward their high school diploma. The dual responsibilities of being a student and a household leader pose unique challenges that we strive to address in supporting their academic success. (Attendance patterns, class surveys, student intake forms)

Chapter 5: Schoolwide Action Plan/SPSA

- **State any additional specific strategies to close achievement gaps of student groups in the schoolwide action plan/SPSA.**
- **Revise the schoolwide action plan/SPSA and ensure the plan is aligned with the LCAP goals. (Provide link.)**
- **Describe the process to monitor student learning based on the major student learner needs, the schoolwide learner goals, academic standards, and the progress for each area in the schoolwide action plan/SPSA.**

2023 EPCTC LCAP/SWAP & 2023 EPAFLC LCAP/SWAP

Our LCAP/SWAP plan will be revised in the Spring of 2024. Based on our self-study, we will be making the following changes to our existing goals and actions:

Goal 1: Increase engagement and retention of students by providing students with a system to understand and track their academic progress toward mastery of learning goals, measured by formative and summative performance-based assessments.

Revised Goal 1: Increase student and family engagement and retention of students by providing students and families with information about the educational program, the objectives of the educational program, and a high school diploma, and the progress of students toward meeting grade level standards.

ADDED to Strategy/Action:

- Set protocols and use collaboration time to analyze student achievement data to inform instruction.
- Develop a strategic plan, allocate resources, and offer professional development to teachers and school leadership, focusing on utilizing data analysis to enhance student achievement.
- Focus PD time for language acquisition and English language development.
- Create a partnership with SCCOE and other organizations for external PD.

Goal 2: Increase student achievement toward meeting 21st Century Skills and College and Career Readiness through aligned and clearly articulated instructional objectives with the appropriate progression relevant to student needs.

ADDED to Strategy/Action:

- Schedule cross-disciplinary collaboration time to focus on the creation of interdisciplinary projects.
- Create an action plan to facilitate cross-disciplinary collaboration that includes a timeline outcomes, and metrics.
- Provide professional development on Project Based Learning (PBL).
- Design common authentic performance tasks and rubrics aligned with the College and Career Readiness Standards for each content area.

Goal 3: Provide students and families with the necessary academic and social and emotional resources to support academic achievement and retention.

Revised Goal 3: Provide students and families with academic, social emotional, socioeconomic supports to increase attendance, school connectedness, retention, graduation rate, and post secondary success.

ADDED to Strategy/Action:

- Hire student services case manager to take a preliminary assessment of student needs and manage services.
- Create a needs assessment process to collect data on EPAFLC & EPCTC student needs.
- Analyze service logs and collected data on student requests and needs to determine services.

<u>Ongoing Follow-up Process:</u>

The School's leadership team will guide the process the entire School will implement of monitoring and following up on the LCAP/SWAP plan. We have deliberately combined our LCAP and SWAP to be the same document for efficiency and focus. Annually, at the beginning, middle, and end of the school year, we will review the LCAP/SWAP goals, evaluate progress on actions, and analyze available student performance and demographic data. This includes gathering feedback from our educational partners and analyzing results to determine areas of improvement. As we identify challenges or gaps during the monitoring of progress, we will develop strategies to address them promptly by providing additional resources as needed. As a School, we aim to emphasize a culture of continuous improvement by using feedback and assessment results to refine processes and strategies. This allows us to enhance the quality of our educational programs and services.

Since the establishment of an ongoing improvement process, departments function under the following guidelines and timelines:

Fall: The monitoring process involves a thorough examination of the Local Control and Accountability Plan (LCAP) and School-Wide Action Plan (SWAP) goals. To ensure effective monitoring and progress assessment, the Principal, Instructional Leader, and the Student Services Associate Director will collaboratively organize check-in meetings with department leads. These meetings serve as a platform for a comprehensive review of the goals, allowing for discussions on achievements, challenges, and strategies to enhance goal progress. Through these check-in sessions, the leadership team aims to foster a collaborative and proactive approach, facilitating a continuous feedback loop that supports the successful realization of the established LCAP/SWAP goals. Gatherer student achievement baseline data and fall LCAP feedback data from educational partners

Winter/Spring: Collect and compare student post-NWEA, pre-NWEA, spring LCAP feedback, and fall LCAP feedback data from educational partners to identify challenges and gaps. Once these data sets are reviewed, the next step involves allocating necessary resources strategically. This allocation is guided by the identified gaps and challenges, ensuring that resources are directed toward addressing specific needs and fostering student success. This systematic approach aims to create a responsive and adaptive educational environment that actively addresses challenges and promotes continuous improvement based on data-driven insights.

Summer: The School's leadership team analyzes student achievement results and progress made on actions from the LCAP/SWAP. Goals and timelines are set for the upcoming school year. School leadership will attend intensive professional development that is related to identified gaps or challenges.

Include hyperlinks to relevant evidence:

A. Local Control and Accountability Plan (LCAP):
https://www.escuelapopular.org/local-control-accountability-plan-for-escuela-popular/

B. California School Dashboard Summary performance indicators
https://www.caschooldashboard.org/reports/43694270107151/2023#6-card

C. Results of student questionnaire/interviews
Students Responses LCAP Survey

D. Results of parent/community questionnaire/interviews
Parent Responses LCAP Survey

E. Master schedule
2023-24 Q3 HS Master Schedule

F. Approved AP course list: https://apcourseaudit.epiconline.org/ledger/

G. UC A–G approved course list: https://doorways.ucop.edu/list/app/home/

H. Additional details of school programs, e.g., online instruction, college and career readiness programs, partnership academies, Dual Enrollment Agreement
Cyber High Student Agreement

I. School accountability report card (SARC)
EPAFLC SARC EPCTC SARC

J. Graduation requirements
EPCTC Graduation Requirements EPAFLC Graduation Requirements

K. Summary of School Budget EPAFLC Budget EPCTC Budget

L. Glossary of terms unique to the school
Glossary of Terms

M. Any additional local data.
Additional Local Data

Mid-cycle Visiting Committee Summary Report for Schools Postponed due to COVID-19

ACCREDITING COMMISSION FOR SCHOOLS
WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES

FOR

ESCUELA POPULAR ACCELERATED

FAMILY LEARNING CENTER

149 North White Road

San Jose, CA 95127

East Side Union High School District

March 12 - 14, 2018

(date of original visit)

March 22 - 23, 2021

Visiting Committee Members

Dr. Francisca Miranda
Associated Dean, Santa Clara University

Ms. Asia Laigo
Teacher, Alternatives in Action High School

SUMMARY

Include:
I- Student/ Community Profile Data
General comments about the school, including summary of achievement data

Since 1986, Escuela Popular (EP) has been providing educational services to the San Jose community. The school was developed as a grassroot effort to serve the growing need for English classes. As demand grew, the academic curriculum expanded to include parent education, citizenship classes, after-school/youth programs, in addition to English classes. In May 2002, the school was granted a charter by the East Side Union High School District to operate a family learning center for K-12 and adult learners seeking a high school diploma. The majority of the students served are of Latino heritage, recent immigrants who are Spanish speaking and are eligible for free and reduced lunch or are eligible under the Federal poverty guidelines. Current enrollment has steadily decreased from 2019-20 and 2020-21 due to the COVID 19 pandemic.

The Accelerated Family Learning Center (AFLC) enrollment serves mainly immigrant students and English learners predominantly from Central America. Most of the students' parents have not earned a high school diploma and fifty percent of the students are unaccompanied minors. Most of the students, 98%, are learning English as a second language. About 82.5% of the students qualify for the reduced lunch program. AFLC student enrollment was from 108 in 2019-20 to 60 students in 2020-21.

The Center for Training and Careers (CTC) offers a combined standards based academic program with relevant job, career, and college-readiness skills for students who are 18 - 60+ years. This program is an extension of the TK-12 grades and serves students who are over 18 years of age and can no longer attend EP's TK-12 academy or other comprehensive high schools. The school closure had a major impact on youth students attending school due to COVID 19. Attendance went from 590 students in 2019-20 to 414 students in 2020-21.

Students at EP AFLC have demonstrated some growth passing their English 2-4 core classes and reached an average of 80% + passing rate during the last three years based on the NWEA assessment instrument. Curriculum that was aligned to the Common Core State Standards, various instructional practices, defined expectations for the A-G course descriptions allowed for a richer and streamlined learning outcomes and expectations. The unexpected shift to online instruction during the second semester of the 2019-20 academic year significantly revealed a decreased in students' percent of passage of their core classes both in English and math.

In English 1 the passage rate was from 86.58% in 2018-19, and 76.35% in 2019-20. For English 2, it was from 88.46% in 2018-19 to 83.02% in 2019-20. Likewise for English 3, In 2018-19 it was 87.88% and a slight increase of 88.28% in 2019-20. For English 4, there was a significant decrease from 90.20% in 2018-19 to 77.78% in 2019-20. Most students had difficulty and were challenged with online instructional strategies.

For math core Algebra classes, there was an average of 85.5% passage for the students. The school developed and implemented an Algebra Readiness Math Module program that focused on skills and concepts needed to pass Algebra and Integrated Math at an accelerated pace. The Integrated Math 1 course description was A-G approved in 2017. Both the Integrated Math 2 & 3 proposed courses will be submitted for A-G approval during the second semester. Once again the sudden shift to online instruction in the second semester of 2019-20 showed a decrease in students' percentage passage rate of their core math classes. In the Integrated Math 1, the student passage rate was from 90.2% in 2018-19 to 76.56% in 2019-20. For Integrated Math II, from 95.42% in 2018-19 to 93.29% in 2019-20. In Integrated Math III, the passage rate was from 100% in 2018-19 to 87.50% in 2019-20.

In addition AFLC implemented a locally administered, norm referenced and value added test of Measures of Academic Progress (MAP) from the North Western Evaluation Association (NWEA). It is an annual pre-and-post data-based inquiry process used by the faculty to ensure continuous improvement. There is stable achievement in reading which is attributed to core novel adoptions, increased reading opportunities in ELD, implementation of Lexile-leveled library, and Lexile data readily available to teachers and students. The increased RiT scores in reading were 181.2 in 2019-20 to 194 in 2020-21, while the math scores went from 193.7 in 2019-20 to 198.6 in 2020-21.

Due to the suspension of the state testing in 2019-20, data for the year was unavailable. While EP administers the annual California Assessment of Student Performance and Progress-Smarter Balanced Assessment Consortium (CAASPP-SBAC) annually, the school is able to demonstrate a percentage of students meeting or exceeding the standards for English Language Arts from a total of 18% in 2016-17, 21% in 2017-18, to 13% in 2018-19. As for Math, the school has seen some degree of stability in students scores from 30% in 2016-17, 25% in 2017-18, and 25% in 2018-19. The continued effort in developing and implementing the Algebra Readiness Math Module program to the final submission of the draft of Integrated Math 2 & 3 courses for approval will allow students to score better and demonstrate improvement in meeting their math standards.

II- Significant Changes and Developments

- **Significant changes and/or developments and their impact on the school**

There were several significant changes and developments at Escuela Popular; they include the following:

1. Restructuring of Instructional Team
   The role of the instructional leaders were re-defined and restructured in December 2019. Two instructional leaders oversee the high school programs to better align services for the morning and evening programs. A deputy director

works with the instructional leaders ensuring that all receive a consistent message in vision, goals, increased academic expectations, and professional development.

2. Integration of Technology
   An online platform was adopted in July 2019, Google Suite wherein both faculty, staff and students were transitioned and trained from Microsoft 360. Thus, it allowed faculty & staff to learn what is a Google Classroom, Zoom, and use various educational applications to ensure a smooth transition for the students' instructional programs. Chromebook carts were purchased and made available for staff and student check out. The change to use solely Google Suite provided a much needed transition last March 2020 when the entire school was required to be on remote learning.

3. TEN transition
   After the TEN contract was terminated in December of 2019, EP created its own internal feedback using Google forms for students, faculty, staff, and parents. The feedback provided the school priorities to assist determine the goals for LCAP and necessary changes for the academic and instructional programs. With COVID in place, the surveys were completed at the beginning and at the end of the school year. Once again, the results provided the school the needs of the community and its effectiveness in meeting the needs.

4. Targeted Professional Development
   Based on the last WASC Visiting Team's recommendations, the Follow Up Team integrated the school's goals and critical needs to be the basis for a targeted professional development plan. These included areas in ELD curriculum, course development aligned to A-G in science & ELA.

5. Academic Operations Team
   A team of Student Services Coordinator, Instructional Leader, School Operations Coordinator, and Student Data Specialist was created to ensure all counseling tasks were completed and all students received the academic counseling support as needed. Students were tracked in their English progress, projected graduation date, program schedules for the year and projected pathways.

6. Retention Task Force
   In order to provide a collaborative platform to discuss and take action on strategies to support students, a Retention Task Force was created. The members are directors, instructional leaders, coordinators and other identified guests as needed, who then reviewed student attendance data, drop out data, and survey results. The Task Force meets regularly to identify students' needs in a timely manner.

7. Curriculum Adoptions
   Curriculum adoptions occurred in Spanish I, Integrated Science, & Edge Fundamentals Curriculum for Youth ELD, thereby, allowing students to have access to the materials they need and accelerate their learning in ELD and Spanish as needed.

8. Covid 19 Campus Closure
   Escuela Popular's community, families and students, were heavily impacted by COVID 19. Once the county declared Shelter in Place, students had to adjust to online learning, Flexible Learning Plan. In addition, many families and students required financial and housing assistance, access to nutritious food, and health and mental support. The school quickly formed partnerships with local organizations to provide the much needed resources to its families. An inventory of needs was collected to better serve the needs of the entire community. The school continues to use the same communication process and tools that were proven successful in meeting the needs of the families and students, in particular the use of the Flexible Learning Plan and its support services.

III-Ongoing Improvement/ Engagement of Stakeholders

- **School's follow-up process and process used to prepare the mid-cycle report**

  With the last WASC full self study visit, the Leadership Team was instrumental in integrating the goals and objectives of the LCAP into the SWAP. This allowed the team to communicate effectively & work collaboratively in order to provide the staff direction and leadership that is clearly aligned to the school's vision and mission. The team has shared the plans and continues to gather input from various stakeholders of the school community.

  To prepare for the WASC mid cycle progress report, teachers and staff provided input on the progress of the SWAP through departmental meetings, Flexible Learning Committee meetings, and analysis of the quarterly student & family survey results. Various task force groups were created and met regularly to support the implementation of the goals & objectives in the SWAP.

IV - Progress on the Implementation of the Schoolwide Action Plan/SPSA

Following the self study Escuela Popular integrated the Schoolwide Action Plan (SWAP) into their goal setting and integrated the plan into their school programs. The school identified three goals/ areas of need. While some have made significant progress others still require more time and ongoing effort. The school found that the COVID-19 pandemic shifted the priority of some of these goals. Most specifically, they identified the need to turn their attention to developing technological competencies and incorporating the use of technology. Below, the goals that Escuela Popular has identified and the progress that has been made towards those goals is captured.

Goal 1: Increase engagement and retention of students by providing students with a system to understand and track their academic progress toward mastery of learning goals, measured by formative and summative performance-based assessments. (Aligned to LCAP Goal 1, Schoolwide Critical Area #1, #3,)

Objective 1: Design and implement performance-based assessments and rubrics for 100% of courses offered at Escuela Popular.

In the 2018-2019 school year teachers were given professional development time to refine and review the student learning goals as well as explore and create performance based tasks. Each department met to make improvements to their specific subject area.These improvements included updating unit guiding questions for Social Science courses, adjusting the scope and sequences for Science courses, revising summative assessments and redefining learning goals for all courses. In order to develop performance tasks departments collaborated to create shared assignments and assessments. This is evidenced by the course syllabi, scope and sequence, and the classes' daily agendas. Additionally, evidence of this can be found in class recordings and student work samples.

The efforts that were made have improved student learning by raising student engagement and deepening students' understanding of how course content applies to real life situations.The use of performance based tasks has allowed students across subject areas to develop metacognitive skills and demonstrate learning through different modalities.

Rubrics and course's learning objectives have been developed with subject specific skills in Spanish, ELD and ELA. However Math and Science need to be revised and updated. These rubrics can be found in Google Classrooms and in shared department folders.

The initial implementation of these rubrics have provided students with specific feedback and clear understanding of the expectations. This gives students and teachers a clearer sense of their learning and provides them with a more focused understanding of their progress towards the outcomes of the course.

Escuela Popular is still progressing towards the remaining tasks of their first objective of Goal 1. The remaining tasks include meaningful professional development opportunities for administering and assessessing performance tasks, as well as implementation and monitoring of their performance task rubric use.

While some departments have participated in professional developments that focus on performance tasks others note that this is a piece that is still in progress. Departments do continue to collaborate with each other and share knowledge to brainstorm ways to make lessons engaging. The departments meet regularly to support each other. Implementing and monitoring the use of rubrics for performance tasks is another area that Escuela Popular is still working towards. Teachers in the ELD courses use rubrics and update them based on students' needs. Science teachers are also working on making refinements to their current rubrics and assessments.

Objective 2:

Fully implement an online tracking system for students and teachers to monitor mastery of learning goals.

During the 2018-2019 school year Escuela Popular switched to the use of PowerTeacher which incorporated PowerTeacher Pro to keep track of grading and student progress towards learning goals. This platform has features that allow the teachers to implement standards based grading. Teachers have not yet used this feature due to the fact that they are still refining their learning objectives and course descriptions. The use of this platform has also conflicted with the newly adopted Google Classroom platform because Google Classroom has its own internal grading system. With Google Classroom students are granted instant access to their grades and progress. Currently teachers have to update both Google Classroom and PowerTeacher in order for grades to be recorded. PowerTeacher Pro has proven to be useful in monitoring student progress.

The school is still making progress and taking action towards teachers consistently updating the PowerTeacher Pro Gradebook and providing families with access to the PowerTeacher Gradebook. Prior to the COVID-19 pandemic 94% of teachers were using PowerTeacher Pro to track grades now this has shifted with forced school closures and the introduction of Google Classroom. Teachers customize their classes in PowerTeacher and adjust the categories relevant to their course and subject areas. Instructional leaders and school administrators monitor the use of PowerTeacher. Escuela Popular offered training sessions on using PowerTeacher Pro during the 2018-2019 school year.

Exploring the use of PowerTeacher as a system to give students access to track their grades was put on hold due to COVID-19 school closures. Students and families can request a grade report from their teacher at any time during the quarter but do not have their own access to PowerSchool. Students can view their progress in Google Classroom. Students are also updated about their class standing based on their progress reports.

Goal 2: Increase student achievement toward meeting 21st Century Skills and College and Career Readiness through aligned and clearly articulated instructional objectives with the appropriate progression relevant to student needs. (Aligned to LCAP Goal 3, Schoolwide Critical Area #2, Schoolwide Critical Area #5, #7, #8, #10)

Objective 1: Establish a clearly articulated curriculum and assessment framework.

The school has laid out a clear list of objectives and tasks that must be made in order to achieve this goal by Spring of 2023. The following progress has been made towards achieving those objectives and tasks.

Beginning in the 2019-2020 school year, Professional Development time was allotted to review assessment tools. Each department has made progress in developing assessment tools and curriculum that are standards aligned. The assessment tools are designed to target the needs of English Language Learners. As a result of their efforts there have been opportunities for cross curricular assessments such as the World History course's Holocaust unit aligning with English 2 classes studying *Night*. The frequent assessment of students that is rooted in Common Core standards and has caused students to advance within shorter time spans.

The following tasks are not set to be achieved until Spring 2022 or 2023 but progress has been made towards each of the following tasks.

Teachers, departments and instructional leaders were tasked with evaluating existing curriculum and instructional practices and establishing student learning outcomes by grade level and course. Physical education teachers were brought into the conversation to assure alignment to physical fitness standards. Instructional practices such as graphic organizers, primary source chunking, guided annotation were implemented to align with the ELD Common Core standards. Student learning outcomes by course and grade level can be reviewed in class syllabi, scope and sequence and the curriculum maps for each course. Instructional practices are evaluated both formally and informally through observation cycles.

In order to develop College and Career Pathways in school curriculum, the Counseling Department, Instructional Leaders and Directors of Escuela Popular built relationships with OYP and attended CTE training. This year they are piloting a CTE course and have updated their website and student handbook to include the pathways.

Furthermore the leaders of the school have made progress towards being able to communicate to stakeholders information about the school's curriculum and assessment frameworks. The school has streamlined their communication through the use of Parent Square, Facebook Page, and Escuela Popular website. Via these various points of access community members receive Weekly Newsletters and a Jaguar bulletin. Steps still must be taken in order to create a diagram of the school's curriculum and assessment framework and share that with stakeholders.

When the school began the transition to remote learning, all departments reviewed the resources and educational apps that were used. The English and ELD courses have laid out most clearly the instructional resources they use such as Side by Side Plus One, Newsela, Noredink and Naiku.

Objective 2: Resources and instructional programs will be systematically aligned to facilitate student learning.

Escuela Popular is still making progress towards examining the resources and instructional programs. New adoptions have been made to adapt the curriculum and this process was accelerated by the COVID 19 pandemic but an analysis of the gaps in the resources still must be done.

Due to COVID-19 Escuela Popular was forced to do remote learning and teachers were pushed to incorporate technology into their instruction. All teachers implemented the Google Suite as their main instructional platform. Staff and Leadership alike continue to push students and staff to learn and implement 21st Century Skills by teaching the basics of tablet use and Google Classroom. Additionally, teachers have supported each other to find and implement new resources due to distance learning. They noted that peer collaboration was critical to finding and using these new resources. This led to the use of learning resources/technologies such as Pear Deck, Newsela, Naiku, Flipboard to name a few.

Escuela Popular is taking steps to coordinate and develop Professional Development opportunities to support their staff in creating curriculum frameworks and new instructional resources. All departments have received focused Professional Development time to develop their frameworks this will be an ongoing improvement as standards continue to change. The Leadership Team at Escuela Popular provides training to staff on topics such as engagement and technology. Instructional staff also stated that Leadership provides them with links and opportunities to participate in professional development from outside organizations.

In order to ensure resources and instructional programs are aligned to facilitate student learning, Escuela Popular has allocated funds to support having qualified bilingual staff and professional development on EL student needs. The school has supported students by maintaining small class sizes, offering programming to assist in graduating and creating college and career goals, as well as creating a flexible AM/PM schedule to meet their needs. The school has also allocated funds to have IT support, childcare, immigration, and social/emotional services.

Goal 3: Increase student retention and community college enrollment by providing resources to support academic, wellbeing, and socio-economic needs. (Aligned to LCAP Goal 2, Schoolwide Critical Area #2, #4, #6, #9, #11)

Objective 1: Increase student retention by providing resources to support academic, wellbeing, and socio-economic needs.

In order to provide resources to support students academic growth, wellbeing and socioeconomic needs, the school implemented and continues to implement a series of strategies which they hope will also increase student retention.

The school continues to reassess truancy, personal needs of students and academic concerns. Attendance is tracked weekly and outreach is done to the

guardians of students with consistent tardiness. Students are referred to the Student Support team for face to face check ins. After an assessment of the student and their family's needs are determined, a referral is completed.

The school provides support for parents and parenting students through an annual offering called Parent Conference. In this conference parents and parenting students learn from guest speakers and workshops on different parenting topics. This has had a great impact on the community and they have found that parents better understand the school system and know how to support their children better. The Parent Conference has also granted parenting students the confidence to stay motivated to continue on with school. Escuela Popular intends to hold the conference virtually this year. Another strategy they have for retaining parenting students is providing childcare for staff and students alike. Currently there are 151 students enrolled in the childcare program. Other support for parents includes, parenting classes and nutritional classes.

To improve student experience and increase retention, Escuela Popular has dedicated itself to preparing the staff to be prepared to teach their student population by offering culturally and linguistically relevant instructional practices with an emphasis on immigrant students. The departments have welcomed guest speakers from immigrant outreach organizations and had opportunities to revise the curriculum to incorporate culturally relevant texts and authors. Escuela Popular has also partnered with a community organization called Immigrants Rising to have an intern dedicated to developing a platform that can support the needs of immigrant students.

Another way that students' overall well being is addressed, is through the offering of extracurricular activities. Students have the option to engage in a variety of physical activities such as soccer and Zumba. More artistically inclined students have the opportunity to participate in Folklorico classes, theater classes and art classes. The Promotores Health and Leadership program is offered to all students who are interested. Students did express a desire to have even more options to participate in sports and art classes.

In order to provide better academic support, the school has a few programs and partnerships intended to supplement their daily class instruction. There are a variety of academic support systems or programs in place to assist student growth and learning. Teachers hold daily office hours to provide additional reinforcement. There is also a Math lab class offered to students with math courses. Escuela Popular has partnered with Santa Clara University's Arrupe Engagement Program to provide assistance with speaking, reading and grammar. Their connection and interaction with college students is reported to have had positive impacts on students' desire to attend college. These programs are consistent and sustainable, however there is a need for a more refined and sustainable program across all subject areas.

As a means to increase awareness of the programs and resources offered by the Student Resource Advocate Office and Office of Student Services, Escuela Popular has continued to secure and offer DACA grants for application and renewal fees. Telemundo has a monthly event where they come onto the campus and provide legal support to those in need not only at the school but in the community as well. They also offer a 24 hour support and outreach hotline, financial support opportunities, grocery distributions,

Health Fair, Santa Clara Valley Medical on-site health van, safe and clean learning environment. The school has also made efforts to promote Escuela Popular's Sanctuary School Policy. Student and Family Engagement Coordination has initiated and implemented numerous partnerships with local organizations that support immigrants in regards to legal rights, immigration rights, housing, and socio-emotional wellness.

Quarterly assemblies are held to recognize and celebrate student achievement and growth. This assembly recognizes Honor Roll, perfect attendance, language development and Lexile growth to name a few. Recognition is also given to students who are being reclassified based on their ELPAC scores. Students receive an award and a medal for their accomplishments; this has shown to be a great incentive and motivation for students to continue to pursue their education.

Student success is ensured by giving them spaces and information necessary to access the appropriate tech needed for school. The library and computer lab are made available to students during school hours. Escuela Popular also offered basic tech workshops to teach students about using the Google Suite and other learning platforms. To communicate with the school wide community the school has used a wide variety of platforms to engage the community in updates. They use ParentSquare, Google Email, Google Classroom and weekly newsletters to ensure school-wide information is shared and updated.

Objective 2: Increase community college enrollment by providing resources to support academic, wellbeing, and socio-economic needs.

Improvements have been made to increase college enrollment through a variety of resources. One major area for growth has been finding opportunities to engage PM students in college related events and resources. The PM staff is currently exploring options for students enrolled in the PM courses to participate in field trips to colleges and universities. The COVID-19 school closures have made this a challenge, however students are still encouraged to attend virtual trips and workshops. The school went as far to create a Google Classroom for these virtual visits so students could have access to all the visits. Counselors pursued options to bring the schools onto campus; speakers from various colleges to speak with the English classes. College and career day events were also brought to the school campus for students to acquire further information from colleges of their interest.

The various events made the school aware of a need for a more robust College and Career Day for PM students. The school organized College and Career Day twice a year and were able to have some of the participating organizations extend themselves to the evening classes as well. This year the College and Career Day was expanded to a week long event and there were presentations available for the morning and evening cohorts. College and Career Day has also become an opportunity for EPHS alumni and staff enrolled in colleges to connect with seniors entering college. During this year's event alumni were brought in to share their academic journeys.

To increase and ensure graduation and college going rates, Escuela Popular must obtain A-G approval for all of its courses. The Social Science, Math, and Science

were in need of approval. The Social Science courses are in the preliminary phases of obtaining approval, the Math 3 course is still pending, and the Math 2 rough draft has been submitted to the directors for approval.

V. Schoolwide Areas of Strength and Growth Areas for Continuous Improvement

Schoolwide Strengths:

The visiting committee has identified the following areas as Strength for the Escuela Popular (EP) Community.

1. Escuela Popular (EP) Instructional Team, Faculty, & Support Staff continues to demonstrate a high level of commitment and dedication to all of the students for their quality educational programs.

2. EP offers and provides services and opportunities to meet the diverse needs of their unique student population.

3. EP created and implemented a plan that allowed the school to respond quickly to the COVID-19 Shelter in Place orders and shift their entire school program from in person to online learning.

4. EP responded to the needs of students by creating & offering a basic technology needs course for students to participate in during the summer.

5. EP offered ongoing community and stakeholder events to participate during whole school celebrations and strongly encourage their participation despite campus closures due to COVID-19.

6. EP offered & developed a Professional Development Plan that included course descriptions, course learning objectives, and lesson plans.

7. EP uses students' Lexile scores to inform instruction and planning. The staff prioritized incorporating the student's real world experiences into their educational plans.

Growth Areas for Continuous Improvement:

The visiting committee concurs with the school's identified areas for growth as listed below.

1. Administration and staff collaboratively explore opportunities and options to establish and develop systems that use student performance-based

assessments and rubrics for all courses. These assessments and rubrics will provide data to inform how instruction is modified and measure effective school programming.

2. Administration and staff continue to create, align, and articulate more rigorous curriculum based on A-G requirements or expectations.

3. Administration and Staff explore and implement an online tracking system to monitor students' mastery of the course standards and graduating seniors' academic progress. This will allow the school to evaluate the success of the current program, make informed decisions to adjust and modify the program, and increase the success of student graduates.

4. Administration and staff establish a clear understanding and articulation of ELD and English Language Arts curriculum alignment amongst the differing levels of education in middle schools, Escuela Popular, colleges/universities, and technical schools to allow for a smooth and successful transition for ELD students.

5. Administration, with support of department chairs, develop a concrete plan to increase teachers', students', and families' competency in technology through training and professional development opportunities in order to integrate technology strategies into all course content and ensure that it enhances learning outcomes for all students.

6. Administration and staff explore additional avenues to generate revenues for consistent allocation of funds and investigate the hiring of a social-emotional counselor to meet the diverse needs of their students.

7. The Leadership Teamfacilitates ongoing partnerships with their sponsoring district, as well as other charter schools, to provide rich technology infrastructure for all students and staff.

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Association of California School Administrators

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Western Catholic Educational Association

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LIVINGSTON (JACK) WONG
Public Member, Hawaii

May 3, 2024

Patricia Reguerin, Executive Director
Escuela Popular / Center for Training and Careers
149 North White Rd.
San Jose, California 95127

Dear Patricia Reguerin:

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) announces the action taken at the Spring 2024 Commission Meeting. The ACS WASC Commissioners have determined Escuela Popular / Center for Training and Careers (9-12) meets the ACS WASC criteria for accreditation. This accreditation status is based on all of the information provided by the school, including the school's report, and the satisfactory completion of the accreditation visit.

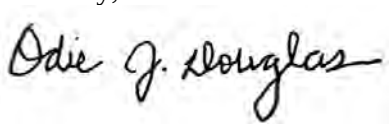
It is the decision of the Commission to grant six-year accreditation status through June 30, 2030 with a mid-cycle visit during the 2026-2027 school year.

Escuela Popular / Center for Training and Careers is required to prepare an in-depth progress report for the mid-cycle visit. The report and visit should demonstrate that the school has: 1) addressed the growth areas for continuous improvement through the schoolwide action plan; 2) made appropriate progress on the implementation of the schoolwide action plan; and 3) improved student achievement relative to the schoolwide learner outcomes and the academic standards.

Accreditation status is conditioned upon Escuela Popular / Center for Training and Careers's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. This includes a requirement that an accredited school annually contribute members to participate on visiting committees. Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of the accreditation.

The Commission looks forward to Escuela Popular / Center for Training and Careers's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

Sincerely,



Odie J. Douglas, Ed.D.
Commission Chairperson

cc: Glenn Vander Zee, Brent Van Zwaluwenburg

Appendix 6: Mandated and Required Training Report

Vector Training, K-12 Edition Training Compliance by Person

Escuela Popular Accelerated Family Learning Center

All Buildings | All | All Assignment Categories | All Courses | 1-07-2025 thru 10-28-2025 | with Assignments

First Name	Last Name	Course	Due Date	Complete Date
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 25, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 24, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 24, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 24, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 24, 2025
WILSON RICHARD	ABREGO			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 25, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 24, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 24, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 25, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 3, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 3, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 2, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 3, 2025
ARACELI	AGUAYO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 6, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 10, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 13, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 12, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 11, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 11, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 12, 2025
ALEJANDRA	ALMANZA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 11, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 11, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 13, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 8, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 24, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 21, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 11, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 23, 2025
RUTILO	ALONSO	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 23, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 24, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 23, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 23, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 20, 2025
JENNIFER	ALVAREZ ROJAS	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 14, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 19, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 13, 2025

		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 25, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 13, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 12, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
BRENDA	ANGEL	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 27, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 14, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
ELVA	ARAMBULA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 27, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 19, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 29, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 9, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 9, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 10, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 10, 2025
LUZ MARIA	ARELLANO SILVA			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 18, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 10, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 10, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 11, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
CINDY	ARROYO CHAVEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 28, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 28, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 27, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 2, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 1, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 1, 2025
		Civil Rights in Food Service(Frontline Staff)	Oct 24, 2025	Oct 15, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 4, 2025
REINA	ARZARTE	Food Safety and Kitchen Sanitation(Full Course (en EspaÃ±ol))	Oct 24, 2025	Oct 22, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 4, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 4, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 1, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 2, 2025

		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 25, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 22, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 28, 2025
ISAIAS	BARDALES	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 29, 2025
		Safety Basics for Security Staff(Full Course)	Oct 24, 2025	Oct 15, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 28, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 27, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 3, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 11, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 9, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 9, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 10, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 10, 2025
MARIA DEL CARMEN	BARRERA			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 21, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 10, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 10, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 17, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 23, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 23, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 23, 2025
MARIANA	BECERRA MATA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 23, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 23, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 24, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 15, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 18, 2025
JOSE EGBERTO	BEDOLLA VILLA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 26, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 27, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 26, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 21, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 20, 2025
ANGIE	BENAVIDES CRUZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 21, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 26, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 26, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 19, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 18, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 19, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 19, 2025

MARIA	CABALLERO			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 18, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 19, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 19, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 3, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 3, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 3, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 3, 2025
MARIA DEL CONSUELO	CAMPOS DAVALOS	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 3, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 26, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 1, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 3, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 12, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 11, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 11, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 12, 2025
YULIANA	CAMPOS RAMIREZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 11, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 12, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 12, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 12, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 5, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 5, 2025
ADAN	CANTERA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 5, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 6, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 25, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 24, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 24, 2025
SERGIO	CARREON	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 25, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 25, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 21, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 25, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 24, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 23, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 28, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 22, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 28, 2025
GLORIA	CASTRO BARRERA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 4, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 24, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 29, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 28, 2025

		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 12, 2025
MA. GUADALUPE	CHAVEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 21, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 8, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 8, 2025
Alba	Cifuentes	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 12, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 13, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 12, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 13, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 2, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 1, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 1, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 3, 2025
CRISTINA	CISNEROS SANDOVAL	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 3, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 2, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 1, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	***Nov 15, 2025***	
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Oct 22, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Oct 22, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Oct 22, 2025
Dana	Clavijo	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Oct 22, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Oct 21, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Oct 21, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Oct 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Oct 24, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 10, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 10, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 10, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 10, 2025
JANET	CONTRERAS	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 10, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 11, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 10, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 11, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 17, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 14, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 14, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 16, 2025
MARGARITA	CORONA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 16, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 16, 2025

		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 17, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 17, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 16, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 18, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 9, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 14, 2025
CINDY	CORTES	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 16, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 11, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 18, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 9, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 18, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 23, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 22, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 11, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 29, 2025
OLIVIA	CORTES	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 5, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 12, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 12, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 12, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 9, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 11, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 9, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 14, 2025
GUADALUPE	CORTES CAZAREZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 15, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 14, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 15, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 10, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 11, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 11, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 14, 2025
JUDITH	CORTES HERRERA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 6, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 7, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 22, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 11, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 8, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 18, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 18, 2025
ZAID	CORTES MUNOZ	Safety Basics for Security Staff(Full Course)	Oct 24, 2025	Oct 22, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 26, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 12, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		De-Escalation Strategies(Full Course)	Oct 24, 2025	Oct 22, 2025

		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 3, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Sep 2, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Sep 2, 2025
SILVIA	CORTES VALENCIA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 10, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 25, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 3, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 5, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Sep 11, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Sep 10, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Sep 10, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Sep 10, 2025
Marilynn	Corza	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Sep 10, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Sep 10, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Sep 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Sep 10, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Sep 11, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 14, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 21, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 22, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 18, 2025
ARELY	CRUZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 18, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 17, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 7, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 15, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Nov 20, 2025	Oct 22, 2025
Nayeli	Cruz	Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Nov 20, 2025	Oct 22, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 19, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 4, 2025
GERTRUDIS	CRUZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 4, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 1, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 22, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 22, 2025
ADRIANA	CRUZ GONZALEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 25, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 26, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 26, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 23, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 26, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 15, 2025

		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 14, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 15, 2025
MARIA ISABEL	DE LA ROSA SANTOS	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 21, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 25, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 13, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 12, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 13, 2025
ANGELICA	DEL RIVERO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 14, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 19, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 14, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 21, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 20, 2025
JESUS	DELOYA GARCIA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 21, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 14, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 14, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 15, 2025
AURORA	DIAZ DE NUNEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 16, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 16, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 17, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 14, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 16, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 14, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 13, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 13, 2025
ANGELICA	DUARTE	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 1, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 16, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 7, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 16, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 17, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 14, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 16, 2025
MARTHA O	DUARTE ORIZABA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 28, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 16, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 16, 2025

		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 16, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 20, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 20, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 20, 2025
ELIZABETH	ESTEVA			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 13, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 13, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 18, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 12, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 8, 2025
SANDRA	FAJARDO FLORES	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 14, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 27, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 25, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 1, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 26, 2025
MIRIAM	FLORES	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 2, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 26, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 27, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 28, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 29, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 20, 2025
Anayeli	Gallegos Hernandez	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 21, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 21, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 21, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 7, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 8, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 5, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 8, 2025
		Safety Basics for Security Staff(Full Course)	Oct 24, 2025	Oct 22, 2025
JOSE	GARCIA			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 12, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 8, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 8, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 8, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 12, 2025
		De-Escalation Strategies(Full Course)	Oct 24, 2025	Oct 22, 2025

		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 1, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 1, 2025
		Civil Rights in Food Service(Frontline Staff)	Oct 24, 2025	Oct 24, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 4, 2025
EVELIN	GARCIA	Food Safety and Kitchen Sanitation(Full Course (en EspaÃ±ol))	Oct 24, 2025	Oct 24, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 4, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 4, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 15, 2025
BERTHA	GARCIA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 6, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 5, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 22, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 26, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 22, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 22, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 22, 2025
LUIS	GARCIA BARNETT	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 22, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 27, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 29, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 22, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 27, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 13, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 12, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 15, 2025
IVAN	GARCIA ESTEVA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 16, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 24, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 23, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 4, 2025
SONIA	GARCIA ESTEVA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 8, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 22, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 8, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 7, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 11, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 10, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 15, 2025

MARIA	GIL AYALA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 16, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 24, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 24, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 5, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 4, 2025
		Civil Rights in Food Service(Frontline Staff)	Oct 24, 2025	Oct 16, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 6, 2025
		Food Safety and Kitchen Sanitation(Full Course (en EspaÃ±ol))	Oct 24, 2025	Oct 16, 2025
MANUEL	GOMEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 7, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 12, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 12, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 13, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 13, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 11, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 9, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 9, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 9, 2025
ROSALBA	GOMEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 8, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 7, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 8, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 12, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 11, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 15, 2025
AARON	GONZALEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 14, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 12, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 14, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 1, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 4, 2025
AMBER	GONZALEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 4, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 4, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 5, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 19, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 13, 2025
CLAUDIA	GONZALEZ MORENO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 4, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 4, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 12, 2025

		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 14, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 14, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 14, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 14, 2025
ELISEO	GUTIERREZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 14, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 14, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 14, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 15, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 14, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 12, 2025
MARIA DE JESUS	GUTIERREZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 26, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 26, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 26, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 8, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 6, 2025
EDITH	GUTIERREZ AGUILAR	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 6, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 7, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 7, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 24, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 19, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
CHARNICE	HAYNES	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 18, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 21, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 19, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 24, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 8, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 8, 2025
MARISOL	HERNANDEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 11, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 12, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 11, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 12, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 4, 2025

		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 5, 2025
MA. G	HERNANDEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 6, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Nov 6, 2025	Oct 10, 2025
Massiel	Hernandez	Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Nov 6, 2025	Oct 10, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 8, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 8, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Sep 8, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Sep 8, 2025
LITZARELI	HERNANDEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 9, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 9, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 9, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 9, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 9, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 12, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 14, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 13, 2025
MARIA G	HERNANDEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 13, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 15, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 12, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 5, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Sep 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Sep 5, 2025
ARIADNA	HERNANDEZ GONZALEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 5, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 5, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 5, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 5, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 8, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 7, 2025
ASTRID	HERNANDEZ GONZALEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 6, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 12, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 6, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 11, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 5, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 5, 2025
LUCERO	HERRERA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 4, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 5, 2025

		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 1, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 9, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 9, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 8, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 9, 2025
NAYELY	JAIMES	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 9, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 10, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 11, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 9, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 10, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 15, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 21, 2025
ARELIS	JAIMES MONTANEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 22, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 28, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 1, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 27, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 8, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 6, 2025
MICHAEL J	KINNE	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 7, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 7, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 8, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 7, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 25, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 7, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 25, 2025
DIANA	LOPEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 25, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 25, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 27, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 25, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 26, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 9, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 9, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 9, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 10, 2025
GUADALUPE E	LOPEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 10, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 14, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 10, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025

		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 7, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
YESENIA	LOPEZ MATA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 22, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 13, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 20, 2025
MARTHA	LOPEZ SANDOVAL	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 27, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 18, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 22, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 16, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 16, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 16, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 16, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 16, 2025
ABRAHAM	LUNA ARGUELLO	Safety Basics for Security Staff(Full Course)	Oct 24, 2025	Oct 22, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 16, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 16, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 16, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 16, 2025
		De-Escalation Strategies(Full Course)	Oct 24, 2025	Oct 22, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 17, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 17, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 17, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
MARIBEL	MACIAS DE LA CRUZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 26, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 27, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 22, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Nov 6, 2025	Oct 20, 2025
Carlos	Maldonado	Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Nov 6, 2025	Oct 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 8, 2025
LILIANA	MANCILLA GALLARDO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 13, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 11, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 18, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 6, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 5, 2025

		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 6, 2025
JUAN	MARQUEZ MUNOZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 5, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 4, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 12, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 20, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 20, 2025
KAREN	MARTINEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 19, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 19, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 12, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 28, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 18, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 29, 2025
KARINA	MEDEL BATRES	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 28, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 24, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 12, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 12, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 22, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 28, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 21, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 30, 2025
FERNANDO	MEDINA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 8, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 22, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 21, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 24, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 6, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 5, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 1, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 15, 2025
SALLY	MENDOZA GUTIERREZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 5, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 5, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 5, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 5, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 14, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 5, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 7, 2025
CRISTINA	MONTOYA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 8, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 5, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 6, 2025

		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 22, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 21, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 13, 2025
MONICA	MONTOYA	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 12, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 25, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 23, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 8, 2025
IGNACIO	MORALES	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 14, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 8, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 16, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 8, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Sep 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 18, 2025
YASNA	MORALES	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 18, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 18, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 18, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 4, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 5, 2025
ALISSON	MORAN CHOQUE	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 6, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 24, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 24, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 13, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 24, 2025
ANA	MUNOZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 24, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 24, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 17, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 17, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 17, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 17, 2025

ERICKA	MURILLO VILLEDA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 17, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 17, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 20, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 17, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 31, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Sep 4, 2025
JOHANA	MURILLO VILLEDA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 5, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 4, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 6, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 4, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 6, 2025
MA MAGDALENA	NIETO TORRES	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 8, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 8, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 21, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 18, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 20, 2025
SANJUANA	OCHOA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 22, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 20, 2025
GENOVEVA	OLIVO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 20, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 15, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 18, 2025
MARIA	OLIVO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 18, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 25, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 22, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 25, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025

		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 25, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 14, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 14, 2025
VERONICA	ORDAZ BETANCOURT	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 12, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 21, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 10, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 9, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 9, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 9, 2025
BRIAN	ORNELAS	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 9, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 9, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 10, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 9, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 12, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 14, 2025
FABIO	ORTIZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 26, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 28, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 19, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 29, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 21, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 21, 2025
YOLANDA	ORTIZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 21, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 18, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 18, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 18, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 21, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 7, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 6, 2025
JUDITH	PALACIOS	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 7, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 9, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 9, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 6, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 31, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 24, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 24, 2025
LUIS ANTONIO	PEREZ ARELLANO	Safety Basics for Security Staff(Full Course)	Oct 24, 2025	Oct 19, 2025

		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 21, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 28, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 3, 2025
		De-Escalation Strategies(Full Course)	Oct 24, 2025	Oct 19, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 12, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
VERONICA	QUEZADA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 18, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 26, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 14, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 22, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 7, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 5, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 5, 2025
ALELI E	RAMIREZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 5, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 6, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 7, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 13, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 6, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 7, 2025
LIDIA	RAMIREZ DIAZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 14, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 26, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 22, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 13, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 16, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 28, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 9, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 9, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 10, 2025
NORMA LIZETTE	RAZO CORTEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 10, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 18, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 6, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 13, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 1, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 1, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 21, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 30, 2025
ROGER	REGUERIN	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 29, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 1, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 23, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 30, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 21, 2025

		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 13, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 12, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 12, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 13, 2025
PATRICIA	REGUERIN	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 14, 2025
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 13, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 14, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 13, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 11, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 18, 2025
DIANA	REYES LOZANO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 11, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 20, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 28, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 14, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 11, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 14, 2025
MARTHA	RIASCOS ROSERO	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 16, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 23, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 22, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 28, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 1, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 18, 2025
ISAIAS	RIVERA CISNEROS	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 23, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 23, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 18, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 15, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 21, 2025
BIANKA	RIVERA MUNGUIA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 22, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 27, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 29, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 21, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 25, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 3, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 29, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 29, 2025
SANDRA	RODRIGUEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 29, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 6, 2025

		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 27, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 2, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 28, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 11, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 5, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 5, 2025
		Civil Rights in Food Service(Frontline Staff)	Oct 24, 2025	Oct 24, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 7, 2025
ERANDENI	RODRIGUEZ	Food Safety and Kitchen Sanitation(Full Course (en EspaÃ±ol))	Oct 24, 2025	Oct 27, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 7, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 8, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 7, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 11, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 23, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 15, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 15, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 15, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 18, 2025
JONATHAN	RODRIGUEZ			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 31, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 14, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 18, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 23, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 19, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
OLGA	RODRIGUEZ MONTENEGRO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 18, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 19, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 17, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 18, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 12, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 12, 2025
ELSI	ROMERO PADILLA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 13, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 19, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 13, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 2, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 2, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 25, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Sep 2, 2025
MARTHA	ROSALES ALANIZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 5, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 5, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 2, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 5, 2025

		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 31, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 23, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 18, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 31, 2025
HER-LINDA	RUIZ PAREDES	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 31, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 29, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 1, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 25, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Sep 7, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Sep 10, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Sep 9, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Sep 10, 2025
DAVID	SANCHEZ BARRERA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Sep 10, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 10, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 7, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Sep 10, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 7, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 15, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 2, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 2, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 3, 2025
PATRICIA	SANCHEZ CHAVEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 6, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 3, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 6, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 5, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 8, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 23, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 15, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 8, 2025
JENNIFER	SANTACRUZ JIMENEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 15, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 15, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 8, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 6, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 11, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 11, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 9, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 14, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 22, 2025
ANA	SOTO			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 15, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 23, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 18, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 14, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 27, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 27, 2025

		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 6, 2025
ETHAN A	STANTON	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 27, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Sep 2, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 5, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 27, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Sep 3, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 19, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 19, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 18, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 18, 2025
MAGALI	TAPIA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 18, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 19, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 21, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 19, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 21, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Aug 12, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Aug 15, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Aug 15, 2025
JULIANA	TAPIA MONTANO			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Aug 13, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Aug 15, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Aug 15, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Aug 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Aug 15, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 5, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 3, 2025
		Civil Rights in Food Service(Frontline Staff)	Oct 24, 2025	Oct 16, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 1, 2025
LOURDES	TORRES GARCIA	Food Safety and Kitchen Sanitation(Full Course (en EspaÃ±ol))	Oct 24, 2025	Oct 23, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 4, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 4, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 5, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 3, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 5, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 6, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 5, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 5, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 6, 2025
HORTENCIA	TORRES HERMOSILLO	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 14, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 13, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 14, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 13, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 13, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Aug 15, 2025	Jul 22, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Aug 15, 2025	Jul 21, 2025
		Back Injury and Lifting(Full Course)	Aug 15, 2025	Jul 18, 2025
		Drug Free Workplace(Full Course)	Aug 15, 2025	Jul 21, 2025
		Hazard Communication: Right to Understand (GHS)(Full Course)	Aug 15, 2025	Jul 21, 2025

MARIA	TORREZ PERALTA			
		Sexual Harassment: Policy and Prevention(California AB1825 Full)	Aug 15, 2025	Jul 26, 2025
		Slips, Trips and Falls(Full Course)	Aug 15, 2025	Jul 17, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Aug 15, 2025	Jul 25, 2025
		Fire Extinguisher Safety Basics(Full Course)	Aug 15, 2025	Jul 15, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Aug 15, 2025	Jul 28, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 4, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 19, 2025
ALESSANDRA	VARGAS CRUZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 15, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 4, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 4, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 4, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 21, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 20, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 20, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 22, 2025
JANETTE	VASQUEZ MENDOZA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 25, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 25, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 5, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 25, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 27, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 25, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 18, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 15, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 21, 2025
LUIS	VILLALVAZO RODRIGUEZ	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 19, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 12, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Sep 3, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 8, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 28, 2025
		CharterSAFE: California Mandated Reporter (AB 1913 Compliant)(Custom)	Sep 5, 2025	Aug 20, 2025
		Bloodborne Pathogen Exposure Prevention(Full Course (California))	Sep 5, 2025	Aug 15, 2025
		Back Injury and Lifting(Full Course)	Sep 5, 2025	Aug 6, 2025
		Drug Free Workplace(Full Course)	Sep 5, 2025	Aug 15, 2025
ELOISA	YANEZ ULLOA	Hazard Communication: Right to Understand (GHS)(Full Course)	Sep 5, 2025	Aug 20, 2025
		Slips, Trips and Falls(Full Course)	Sep 5, 2025	Aug 20, 2025
		Youth Suicide: Awareness, Prevention and Postvention(Full Course)	Sep 5, 2025	Aug 22, 2025
		Fire Extinguisher Safety Basics(Full Course)	Sep 5, 2025	Aug 25, 2025
		Sexual Harassment Prevention for Non-Managers (SB 1343)(Full Course (California))	Sep 5, 2025	Aug 25, 2025

Appendix 7: School Climate and Culture Calendar

Escuela Popular Bilingual Family Learning Center

School Environment & Engagement
2025-2026
CTC AM & PM

Jaguar Assemblies (Values, Academic, Perfect Attendance, Jaguar of the Month)	
CTC AM ***Quarterly*** *10:30-11:25*	**CTC PM** ***Quarterly*** ***8:00 -8:55 pm***
Mandatory 4-Honor Role Assemblies August 29 **Q4 Honor Role Assembly** September is National Suicide Awareness Month (Mandatory) October 24 **Q1 Honor Role Assembly** November December January 30 **Q2 Honor Role Assembly** February March Service April 17, **Q3 Honor Role Assembly** May is National Mental Health Awareness Month (Mandatory)	

NEW Student Greeting & Orientation Q1 & Q4 TO ALL STUDENTS	
Welcome & Orientation to New CTC Students (ELD 1A & other new students) **and** **R.I.S.E UP from KP**	August 8, 2025, October 10, January 9, and March 27, 2026. **AM program:** **<u>11:25-12:20 PM:</u>** Welcome, Expectations at the Cafeteria **<u>1-2 pm:</u> Happiness, Aim at the cafeteria.** **Need Assessment @ classroom** Q1 August 11-15 for all English Classes Q1 August 26 1A at 10:30 Q2 October 28 1A at 10:30 Q3 January 27 1A at 10:30 Q4 April 14 1A at 10:30

	PM program: **<u>6:30-7:25 PM:</u> R.I.S.E**. UP by **Kaiser Permanente** (online) **<u>8 to 9 pm:</u>** <u>Welcome</u>, Expectations **Need Assessment @ classroom** Q1 August 11-15 for all English Classes Q1 August 26 1A at 8 pm Q2 October 28 1A at 8 pm Q3 January 27 1A at 8 pm Q4 April 14 1A at 8 pm

Special One-Time Events	
Event	**Date & Time**
National Suicide Awareness Month. Educational Campaign	October 23 and 24
Academic Field Trips	10/15/25 Mission College Tour (PM) 10/28/25 Mission College Tour (AM) 11/13/25 UC Santa Clara Tour (AM)
Lifetouch Pictures	**10/10/25** Fall Original Day **11/18/25** Fall Retake Day **2/3/26** Graduation Picture Day
LGBTQ	TBD
SAN JOSE POLICE DEPARTMENT COLLABORATION	
Event	**Date & Time**
Digital Safety/Cyberbullying:	TBD
Gang Prevention	TBD

Drugs and Alcohol Prevention	TBD

Teachers Committed- Lead Special Events	
Event	**Date & Time**
CTC & AFLC Spirit Week	October 27-October 31
College Day	November 5, 2025
Career Day	February 4, 2026
Pi Day	TBD
Cesar Chavez Day of Service	March 25th, 2026
PER HS Speeches	April 22,23 & 24, 2026
Dia del Estudiante HS	April 10, 2026
HS Graduation and Reception	June 13, 2026

Appendix 8: Course Description/Scope and Sequence/Curriculum Maps

CTC-ELD 1A

Course Description:

This is a beginner English Language Development class. This class will allow students to develop basic English vocabulary and grammatical structures to become successful communicators.This course is designed to cover the fundamentals areas of ELD. Students will engage in basic conversation by asking and aswering basic questions about personal information, school and everyday activities. Students will beging to produce basic paragraphs using the first the stages of the writing process.

CTC-ELD 1B

Course Description:

This course will allow students to continue developing basic academic and career readiness skills.Students will be learning how to ask and answer questions about a variety of topics such as personal information, daily activities, responsibilities. Students will apply different modes of communication to report present and past actions, abilities, obligations and plans. Students will read about school subjects, work and life skills topics to build academic vocabulary and develop reading comprehension skills. Students will continue applying the first three stages of the the writing process to write simple paragraphs about relevant topics.

CTC-ELD 2A

Course Description:

The ELD 2A class is designed to help students to improve their skills in learning how English works and interacting in meaningful ways. Students will develop reading strategies, such as comparing and contrasting ideas in the present, past, and future actions by exchanging information/ ideas via oral and written forms. Students will develop skills to describe and make recommendations about food, places, and things by using partitive nouns to expand ideas and provide more details while developing skills in and out of school. Also, students will be able to express opinions about the future and use technology as a resource to investigate, create and present informational texts such as brochures and food menus.

CTC-ELD 2B

Course Description:

The ELD 2B course is designed to help intermediate English Language Learners continue developing the fundamental skills they can apply in real-life situations by describing people's actions, plans, intentions, and consequences of actions. This course will allow students to engage in dialogue with others, develop comprehension of written and spoken texts, and connect and condense ideas. This course will enable students to describe ongoing activities and apply the forms of present, past, and future tenses to express ability in and out of school. Students will also develop skills to understand and follow the steps during a medical examination and make decisions about good healthy habits in verbal and written form.

CTC-ELD 3A

Course Description:

The ELD 3A course is designed to help English learners expand their writing, speaking, and analyzing skills. Students will learn to understand text structures based on text type and purpose. Also, students will develop English skills to integrate them into real-life situations, such as exchanging information at the moment of speaking, listening actively, and reading closely. Students will use verbs and verb phrases to expand ideas from reading and writing by applying grammar rules correctly and following the appropriate writing structure when needed.

CTC-ELD 3B

Course Description:

Throughout this course students will continue developing the four language domains; listening, speaking, reading, and writing skills. Students will practice academic communication about English language. Students will have the opportunity to describe like, dislikes, plans, past experiences and feelings. Students will develop literary and analytical skills that will help them be successful in core courses. Students will write a five paragraph descriptive essay and short narrative pieces while applying the writing process. By the end of the quarter, students will gain knowledge to apply in real life situations and academic settings.

Quarters 1- 4	SCOPE AND SEQUENCE UNIT PLANNING AT-A-GLANCE				
Course: **ELD 1A**					
Unit Title --- Big Ideas	**Weeks**	**ENDURING UNDERSTANDINGS**	**ESSENTIAL QUESTIONS**	**FORMATIVE ASSESSMENTS**	**SUMMATIVE ASSESSMENTS**
Chapter 1 Writing about yourself: Name, address, phone number, country of origin • Filling out a form • Addressing an envelope •To Be Introduction Personal Information • Meeting People, Alphabet, Spelling Names aloud, Cardinal Numbers in addresses & telephone numbers. • Listening for personal information • Pronouncing linked sounds	Week 1	Gather information, cooperate with others, socialize, acquire & evaluate information	What role does personal information play in our life?	_X_ Do Nows/Match Minutes; _X_ Written Responses; _x_ Informal observations; _X_ Visual products; _X_ Worksheets; _X_ Quizzes/Tests; _X_ Reflective journals/learning logs; _X_ Other types:	_x_ Unit Exam; ___ Quarter Final Exam; ___ Unit Project; _x_ Oral Presentation; _x_ Student Demonstration; _x_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 2 •To Be+ Location •Subject Pronouns Classroom • Objects • Rooms in the home cities, countries, nationalities places around town •Listening for information about people's locations • Pronouncing reduced and • Listening for information about people's locations • Pronouncing reduced and	Week 2	Manage and identify resourses, work together, give directions, participate as a team member & see things in the mind's eyes	Why do you have to have subject pronouns, why not just call everything by its name?	_X_ Do Nows/Match Minutes; X Written Responses; x Informal observations; _X_ Visual products; _X_ Worksheets; _X_ Quizzes/Tests; X Reflective journals /learning logs; __ Other types:	_x_ Unit Exam; ___ Quarter Final Exam; ___ Unit Project; _x_ Oral Presentation; _x_ Student Demonstration; _x_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 3 • Present Continuous Tense • Everyday activities • Calling directory assistance • Calling 911 • Using a telephone directory •Listening and responding correctly to questions about people's actions • Pronouncing reduced What are & Where are • Reading & writing Workshop: types of Sentences and punctuation marks •Informational text: Civics: A Nation of Immigrants • Writing about your current activities and the activities of friends • Writing emergencytelephone number • Writing an e-mail or instant message to tell about yourself	Week 3	Seek input from others, identify a strong sense of family, identify goal-relevant activities, respect others and value diversity,work with cultural diversity, acquire and evaluate information & use and work with technology	What is happening right now? What is happeing right now happened yesterday?	_x_ Do Nows/Match Minutes; _x_ Written Responses; _x_ Informal observations; _x_ Visual products; _x_ Worksheets; _x_ Quizzes/Tests; _x_ Reflective journals/learning logs; __ Other types:	_x_ Unit Exam; ___ Quarter Final Exam; _x_ Unit Project; _x_ Oral Presentation; _x_ Student Demonstration; _x_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 4 To Be: Positive Short Answers Possessive Adjectives Everyday Activities Places around Town • Listening &responding correctlyto questions aboutactivities• Writing about a place in your community• Writing names &addresses of places in a chart	Week 4	Meet family resposibilities, work within the big picture, observe critically, identify goal-relevant activities, undestand a social system & respect	Why do we have to have possessive adjetives? Why do we have to use short answers? Would be easier to use just YES?!	_X_ Do Nows/Match Minutes; _X_ Written Responses; _x_ Informal observations; _X_ Visual products; _x_ Worksheets; _x_ Quizzes/Tests; _x_ Reflective journals/learning logs; __ Other types:	_x_ Unit Exam; ___ Quarter Final Exam; _x_ Unit Project; _x_ Oral Presentation; _x_ Student Demonstration; _x_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:

Chapter 5 • To Be: Yes/No questions • Short Answers • Adjectives • Possessive nouns •Weather expressions •Describing people & things• Weather• Reading a weather map• Fahrenheit & Celsius temperatures • Listening &responding correctlyto requests for information• Pronouncing yes/noquestions with or • Filling out a form• Writing a friendly letter describing the weather and current activities • Writing information in a chart	Week 5	Seek input from others & socialize	Why do we have to use short answers? Would be easier to use just YES/NO?! What words do you use to describe your native country? Why do we have to use possessive nouns?	_x_ Do Nows/Match Minutes; _x_ Written Responses; _x_ Informal observations; _x_ Visual products; _x_ Worksheets; _x_ Quizzes/Tests; _x_ Reflective journals/learning logs; __ Other types:	_x_ Unit Exam; __ Quarter Final Exam; _x_ Unit Project; _x_ Oral Presentation; _x_ Student Demonstration; _x_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 6 To Be: Review & Present Continuous Tense Prepositions of location & Family Members • Describing activities &events• Family members• Reading a family tree diagram • Listening & makingdeductions• Pronouncingstressed andunstressed word • Writing about a favorite photograph • Listening to and interpreting correctly radio weather forecasts • Writing about yourfamily • Writing a message totell about weather andcurrent activities• The writing process	Week 6	Identify family relationships, express sense of self, cooperate with others, socialize, produce self- esteem & participate as a team member	What is a family? Is a family system relevant to you? Are family relationships important to you?	_x_ Do Nows/Match Minutes; _x_ Written Responses; _x_ Informal observations; _x_ Visual products; _x_ Worksheets; _x_ Quizzes/Tests; _x_ Reflective journals/learning logs; __ Other types: x	_x_ Unit Exam; ___ Quarter Final Exam; _x_ Unit Project; _x_ Oral Presentation; _x_ Student Demonstration; _x_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 7 • Prepositions of location • There is/there are •Singular/plural introduction • Places around town • Locating places • Describing neighborhoods • Describing apartments • Reading a simple map • Apartment ads • Listening for information about neighborhoods & apartments • Writing a description of a neighborhood • Writing about your apartment building or home	Week 7	Seek input from others, provide for family's safety & needs, cooperate with others, identify resourses, acquire and evaluate information, see things in the mind's eye(map), & participate as a team member	Why do we have to use short answers? Would be easier to use just YES/NO?! What words do you use to describe your neighborhood? Why do we have to use prepositions?	_x_ Do Nows/Match Minutes; _x_ Written Responses; _x_ Informal observations; _x_ Visual products; _x_ Worksheets; _x_ Quizzes/Tests; _x_ Reflective journals/learning logs; __ Other types:	_x_ Unit Exam; _x_ Quarter Final Exam; _x_ Unit Project; _x_ Oral Presentation; _x_ Student Demonstration; _x_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 8 • Singular/ plural adjectives & demonstratives (this/these/that/those) • Listening for information about clothing items • Writing a description of clothing and colors	Week 8	Manage & identify resources, seek & receive assistance by serving clients/ customers, resolve conflict & negotiate, be friendly & courteous, meet family responsabilities, socialize, & apply problem solving	Is clothing relevant to you? Do you think we live in a frienly and courteous sociaty? What kind of clothing do you think students at EP should wear?	_x_ Do Nows/Match Minutes; _x_ Written Responses; _x_ Informal observations; _x_ Visual products; _x_ Worksheets; _x_ Quizzes/Tests; _x_ Reflective journals/learning logs; __ Other types:	__X_ Unit Exam; __ Quarter Final Exam; _x_ Unit Project; _X_ Oral Presentation; __X_ Student Demonstration; _X_ Exhibition; ___Formal Essay/Report; __ Portfolio; __ Other type:

Chapter 1-8 Review and oral presentation: My Family Tree	Week 9			__ Do Nows/Match Minutes; _x_ Written Responses; __ Informal observations; __ Visual products; __ Worksheets; __ Quizzes/Tests; __ Reflective journals/learning logs; __ Other types:	__ Unit Exam; _X_ Quarter Final Exam; _X_ Unit Project; _X_ Oral Presentation; _X_ Student Demonstration; _X_ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:

Quarters 1-4	**Scope and Sequence Unit Plan At-A-Glance**				
Course: ELD 1B					
Unit Title --- Big Ideas	**Weeks**	**Enduring Understanding**	**Essential Questions**	**Formative Assessments (Note how many)**	**Summative Assessments (Check the ones that you plan to do.)**
Chapter 9- Languages and nationalities, everyday activities • Simple present tense • Listening for –s vs. non –s endings in verbs contained in sentences • Writing about your city, language, and daily activities • Writing information in a chart	Week 1	An interview is a face-to-face conversion in which students ask questions to discover some personal information that includes their interests and their culture. 2) There are differences in the world. 3) Differences among people whose speak the same language	Why is it important to know that people speak different languages?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; 1 Journal Entry/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 10- Habitual actions/People's interests and activities • Simple present tense: Yes/No questions, negatives, short answers • Listening for information about people's habitual actions • Writing about usual activities during the week and on the weekend • Writing about a work schedule. •Readings: Languages around the world • Interpreting tables with number facts in millions • Culture concept: Exercising around the world • Employment: Telecommuting • Describing everday activities and interests • Listening for information about people's habitual actions	Week 2	1) There are different characteristics among people. 2) People have different routines.	Why do we have routines?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; 1 Journal Entry/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:

Chapter 11 • Describing frequency of actions/describing people • Object pronouns • Simple present tense: -s vs. non -s endings • have/has • Adverbs of frequency • Writing about close friends •Writing about daily activities	Week 3	1. There are object pronouns that are used to replace the object. 2. There are rules that need to be applied when using object pronouns, adverbs of frequency when using the simple present tense and when using the irregular verb have. 3. Adverbs of frequency describe how many times an activity occurs 4. The verbs “have” is an irregular verb used in the simple present tense	Why is it important to express frequency in our daily lives? Why is it important to describe people?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; 1 Journal Entry/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 12 • Feelings and emotions/describing usual and unusual activities •Contrast simple present & present continuous tenses • Listening to distinguish questions about current vs. habitual actions • Writing about a typical day in a city or town • Readings: Traffc: A global problem • Culture concept: Modes of transportation around the world • Interpreting tables with number facts in millions • Traffc: A global problem • Culture concept: Modes of transportation around the world • Interpreting tables with number facts in millions •The education system: Public Schools •Listening for information in radio news reports	Week 4	1. When describing feelings and emotions. They are expressing themselves about how they feel. 2. To express feelings and emotions students use the verb to be and adjectives. 3. The simple present tense and the present continuous tense can be used in a conversation at the same time	Why do we have feelings? How can you describe unusual activities?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; 1 Journal Entry/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:

Chapter 13 •Expressing ability, occupations, looking for a job/expressing obligations •Can •Have to • Expressing obligation • Listening for infomation about occupational skills •Pronouncing cna & can't •Filling out a job application form •Writing about what you have to do this week •Making a list of skills	Week 5	1. When students want to express an occupation they should be able to know the skill relates to that occupation. Also, they should be able to use the modal verb can to describe a person's ability. 2. When expressing an obligation, students should be able to conjugate the verb have + to.	Why is it important to describe a person's occupation and skills? How can your ability help you find a job?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; 1 Journal Entry/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 14 • Describing future plans and intentions •Expressing wants/weather •Forecast •Telling the time/making predictions • Listening for time expressions •Pronouncing going to & want to •Writing about plans for tomorrow •Readings: Time zones • Culture concept: Notions of time and punctuality in different cultures • Employment: Part-time workers• Listening for movie listing information in a recorded telephone announcement	Week 6	1. Students will be able to express future plans using going to. 2.To express a desire, they have to use the modal verb want to + the base form of the verb	Why do we make plans for the future? Why should everyone know how to express a desire?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; 1 Journal Entry/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:

Chapter 15 • Past Actions and activities •Ailments •Describing an event •Making a doctor's appointment •Past tense: regular verbs & introduction to irregular verbs •Listening to ditinguish statement in the present tense vs. the past tense • Pronouncing pas tense endings •Writing about a party	Week 7	1. A doctor's appointment is a real world conversation in which they will have to be able to describe their physical ailments. 2. Students will be able to identify two kinds of verbs to express past activities.	Why is it important to know how to make a doctor's appointment in English?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; __Reflective Journals/Learning Logs; __Other types: Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; 1 Journal Entry/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 16 •Reporting past actions and activities •Giving reasons •Giving excuses •Past tense: yes/no questions, shirt answers, wh-questions & more irregular verbs •Time expressions •Listening for specific information to complete a checklist • Writing about yout activities yesterday •Filling out a job application form	Week 8	1. The importance of giving a good excuse when getting late to an event or work. 2. Students will be able to report past actions and activities.	Why is it important to know what to say if you want to give a good excuse?	3 Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; __Reflective Journals/Learning Logs; __Other types:	X Unit Exam; __Quarter Final Exam; __Unit Project; __ Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:
•Final Review • Final exam •Oral presentations	Week 9	Review everything that was covered throughout the quarter.	Why is it important to learn all the grammar tenses we covered in class?	Do Nows/Match Minutes; __Written Responses; __Informal Observations; _Visual Products; __Worksheets; __Quizzes/Tests; __Reflective Journals/Learning Logs; __Other types:	_ Unit Exam; _X_Quarter Final Exam; __Unit Project; X Oral Presentation; __ Student Demonstration; __ Formal Essay/Report; __ Portfolio; __ Other type:

Scope and Sequence Unit Plan At-A-Glance				
ELD 2A				
Quarters 1-4	**ENDURING UNDERSTANDINGS**	**ESSENTIAL QUESTIONS**	**FORMATIVE ASSESSMENTS (Note how many)**	**SUMMATIVE ASSESSMENTS & Authentic Assessments (Check the ones that you plan to do.)**
Chapter 17 (Level 1): • Past of to be (was/were) •Oral Presentation • •Recommending products • Telling about the past •Writing a brief autobiography about major events •Ordering a meal • Reading a supermarket ad • Reading food labels **Chapter 1 (Level 2):** •Review of tenses: Simple present, present continuous, simple past, future: going to time expressions •Indirect Object pronouns •Describing present, past & future actions • Talking about likes & dislikes • Describing future plans & Intentions • Listening for correct tense in information questions •Writing about your last birthday ***Chapter 2 & 3 (Level 2):** • Count, non-Count nouns • Partitives/Imperatives • Describing food preferences • Subject and verb agreement • Reading skill: Facts & inferences • Following wrtitten instructions • Asking for information • Asking and making recommendations about food • Giving and following instructions • Listening for key words to determine subject matter of conversation • Making a shopping list •Writing a recipe • Writing about a special meal • Listening and interpreting announcements in the supermarket	Students will understand that… we use the past tense of the verb to be for actions that happened in the past. They will also understand the importance of a pre-assessment at the beginning of each quarter. The way we use tenses in a certain language influences how others perceive us. ...The functions of count and no-count nouns will help them to make suggestions, ask and report information, inquire about want-desire with subject	What is the difference in the present or in the past of the verb to be? Why is grammar important when speaking or writing in English? How would the language be if we didn't have any tenses? To what extent is quantity important?	4 Do Nows /Match Minutes; _5_ Written Responses; 4_Informal observations; __ Visual products for commercials. 5 in class worksheets: 10 Quizzes/Tests; 1 Reflective journal entries. Multiple Checking For Understanding 4 Do Nows /Match Minutes; _4_ Written Responses; 4_1Informal observations; __ Visual products; 5 Worksheets; 9 Quizzes/Tests; 1 Reflective journal entry/learning logs; 1 Other types:	_ Unit Exam; __ Unit Project; _1 Oral Presentation/Authentic Assessment; _1_ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other types: __1_ Journal _1_ Unit Exam; __ Unit Project; _1 Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other types: __1_Journal

Chapter 4: • Future tense: will/ time expressions/ Might • Asking & telling about future events • Asking for and making predictions • Reading skill; signal words •Listening to and responding appropriately to a speaker in a telephone conversation • Writing a note to a child's teacher to explain an absence •Writing about the future	Students will understand that… ...we use the future tense with will to express predictions in the future. ...Use modal auxiliaries (e.g., can, might) to convey various conditions. ...The way we use language influences how others perceive us.	**Chapter 4:** *Chapter 4: Future tense: will/ time expressions/ Might Future tense: will/ time expressions/ Might	_4_ Do Nows/Match Minutes; _2_ Written Responses; _1_ Informal observations; __ Visual products; _5_ Worksheets; _5_ Quizzes/Tests; _1_ Reflective journals/learning logs; _1_ Other types:	1 Unit Exam; __ __ Unit Project; __ Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __Other types: _1__Journal entry
Chapters 5 & 6: • Comparatives/ Modal verb: Should/Possessive Pronouns/Superlative • Making comparisons •Asking for and giving advice • Agreeing and disagreeing • Comparing things, places, and people • Exchanging opinions • Reading skill: Inference questions • Identifying different types of stores and comparing prices, quality of products, convenience and services • Writing about a comparison of two places • Writing about the most importan person in your life	... will understand that… the function of the three basic kinds of adjectives. ...usage of comparative and superlative forms appropriately.	-Why do humans tent to establish patterns to compare or assess things?	_5_ Do Nows/Match Minutes; _1_ Written Responses; _1_ Informal observations; __ Visual products; _6_ Worksheets; __ Quizzes/Tests; _1_ Reflective journals/learning logs; _1_ Other types:	_2_ Unit Exam; __ Quarter Final Exam; __ Unit Project; __ Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type: __1__Journal entry

*Review for Final *Final *Book Oral Report	The function of the three kinds of adjectives will help them to compare things, places, and people and express an opinion.	-Why do humans tent to establish patterns to compare or assess things?	_ Do Nows/Match Minutes; Written Responses; Informal observations; __ Visual products; Worksheets; __ Quizzes/Tests; __ Reflective journals/learning logs; __ Other types:	__ Unit Exam; __1 Quarter-Final Exam; __1 Final Project; _1_ Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other Authentic Assessment Compare your home town with the City of San Jose

SCOPE AND SEQUENCE UNIT PLANNING AT-A-GLANCE

Course: ESL 2B

UNIT TITLE ---------- BIG IDEAS	DAYS/WEEKS	ENDURING UNDERSTANDINGS	ESSENTIAL QUESTIONS	FORMATIVE ASSESSMENTS (Note how many)	SUMMATIVE ASSESSMENTS (Check the ones that you plan to do.)
Chapter 8 • Comparatives of adverbs • Agent nouns • If-clauses • Reading a paychek and a stub • Describing people's actions • Describing plans and intentions • Listening to determine the correct consequences of actiosn • Writing about something you want to do and the consequences of doing	9 Days	1) Students will be able to understand how to identify the following parts of speech: a) nouns, b) adjectives, and c) adverbs of manners. 2) Students will understand how to convert nouns into agent nouns and adverbs into comparatives of adverbs when expressing an opinion and an intention. 3) Students will understand that If-clauses with future meaning are used when speaking about different possibilities in the future.	What are parts of speech? How can I describe people's actions?	Written Responses: Informal observations: Visual products = 2 Worksheet: Quizzes/Tests: 3 Reflective journals/learning logs: Other types: 2	Unit Exam: 1 Quarter Final Exam: Unit Project: Oral Presentation: Student Demonstration: Exhibition: Formal Essay/Report: Portfolio: Other type:
Chapter 9 • Past Continuous tense • Reflexive pronouns • While-clauses • Describing ongoing past activities • Ddescribing an accident • Reading housing labels on household products • Safety procedures: Earthquakes and hurricanes • Asking about and giving information about past events • Describing sequence of events • Listening to make about the context of conversations • Writing about preference for doing things alone or with other people	8 Days	Students will be able to understand how to combine the simple and past continuous tenses when describing when and while clauses. Students will also review what a pronoun is, and they will be able to understand that reflexive pronouns used when the subject and the object in the sentence are the same person.	Is there a good way to describe ongoing past activities? What is the best way to describe ongoing past activities?	Written Responses: 1 Informal observations: Visual products: Worksheets: Quizzes/Tests: 2 Reflective journals/learning logs: Other types: 1	Unit Exam: 1 Quarter Final Exam: Unit Project: Oral Presentation: Student Demonstration: Exhibition: Formal Essay/Report: Portfolio: Other type:

Chapter 10 • Could • Be able to • Have got to • Too+adjective • Asking and telling about ability to do things • Expressing obligation • Describing states and emotions • Writing about a time when you were frustrated, disappointed, or upset • Listening to messages on a telephone answering machine • Interpreting a table with number facts	8	Students will understand that a) the modal could is the past tense of can and it has the meaning of past ability. b) Too + adjective is used to give a reason for being unable to do something and the adverb too has a negative meaning. c) To be able to is another way to express ability.	Is there any difference between giving an excuse and expressing past and future obligations?	Written Responses: = 1 Informal observations: Visual products: Worksheets: Quizzes/Tests: 2 Reflective journals/learning logs: Other types: 1	Unit Exam: 1 Quarter Final Exam: Unit Project: Oral Presentation: Student Demonstration: Exhibition; Formal Essay/Report: Portfolio: Other type:
Chapter 11 • Past tense review • Count an non-count noun review •Must, mustn't vs. don't have to, must vs. should •Making a doctor appointment • Asking for and giving advice • Describing a future sequence of events • Listening for key words to determine subject matter of conversation • Making a list of healthy and unhealthy foods • Writing about favorite helathy foods	8	Students will be able to understand: a) how to follow the steps in a medical checkup b) Differentiate between the following modals: must and have to express obligation and the modal should when giving advice to someone.	What is the difference between advice, obligation, or strong obligation?	Written Responses: 1 Informal observations: Visual products: Worksheets: Quizzes/Tests: 2 Reflective journals/learning logs: 1 Other types:	Unit Exam: 1 Quarter Final Exam: Unit Project: Oral Presentation:1 Student Demonstration: Exhibition: Formal Essay/Report: Portfolio: Other type:
Chapter 12 • Grammar: Future continuous • Time expressions •Describing future activities • Making plans by telephone • Leaving and taking phone messages • Asking and telling about future plans and activities • Calling people on the telephone • Writing about a family holiday clebration • Writing telephone numbers	7	Students will understand that a) The Future Continuous Tense describes an activity that will occur in the future and continue for a certain period of time. b) How to differentiate between the prepositions for and until: the preposition for expresses a period of time, and the preposition until expresses a point in time.	How can I conjugate the ongoing nature or duration of activity in the future?	Written Responses: Informal observations: Visual products: Worksheets: Quizzes/Tests: 2 Reflective journals/learning logs: Other types: 1	Unit Exam: 1 Quarter Final Exam: Unit Project: Oral Presentation: 1 Student Demonstration: Exhibition: Portfolio: Other type:

Chapter 13 • Some and any • Pronoun review • Verb tense review • Offering help • Asking and telling about past events • Asking for and giving advice • Describing problems •Listening for correct pronouns in conversations •Listening to make deductions about the subject of conversations • Writing about a very good friend • Describing community life Interpreitng a bar graph with population data in millions	7	Students will conjugate tenses with the use of pronouns when having a conversation with different people. Also, students will understand how to use the determiners something, somebody/someone, anybody/anyone with different tenses	What makes a good conversation?	Written Responses: 1 Informal observations: Visual products: Worksheets: Quizzes/Tests: 2 Reflective journals/learning logs: Other types: 1	Unit Exam: 1 Quarter Final Exam: Unit Project: Oral Presentation: Student Demonstration: Exhibition: Formal Essay/Report: Portfolio: Other type:

	SCOPE AND SEQUENCE UNIT PLANNING AT-A-GLANCE				
Course: ELD 3A					
UNIT TITLE ---------- BIG IDEAS	**ROM 04/02 TO 06/06 ---------- TOTAL # OF SCHOOL DAYS 47**	**ENDURING UNDERSTANDINGS**	**ESSENTIAL QUESTIONS**	**FORMATIVE ASSESSMENTS (Note how many)**	**SUMMATIVE ASSESSMENTS (Check the ones that you plan to do.)**
Chapter #1 Grammar: Simple present, present continuous tenses, subject & object pronouns, possesisive adjectives • Describing habitual and ongoing activities • Telling about likes and dislikes • Describing frequency of actions • Telling about personal background and interests • Reading a social studies textbook lesson • Engaging in a small talk about self, family, interests and leisure activities • Asking for and reacitnf to information • Giving personal information • Listening for correct tense & person in information questions • Writing about studying English • Writing about yourself, your family and your interests	4 School Days	There is a pattern in all verb tenses. Practicing a physical activity makes you healthy If you want to be good at something you have to practice.	Why aren't all physical activities considered sports? How much of an activity is enough?	11 Do Nows/Match Minutes 4 Written Responses 1 Informal observations Visual products 11 Worksheets 1 Quizzes/Tests 1 Reflective journals/learning logs __ Other types:	_X_ Unit Exam; X Quarter Final Exam; X Unit Project; _X_ Oral Presentation; __ Student Demonstration; __ Exhibition; _X_Formal Essay/Report; __ Portfolio; __ Other type:
CHAPTER 2: • Simple Past & Past Continuous Tenses • Regular and Irregular verbs • Reporting past activities • Asking for & reporting information • Reacting to bad news • Apologizing • Giving excuses • Listening for correct tense & meaning in information questions • Listening for correct tense & meaning in information questions • Writing about a trip you took • Creating a timeline	5 school days	There is a pattern in all tenses focusing in Simple Past and Present Continuous tenses. There are several irregular verbs that changed in their writing form.	What did you stop doing here that you used to do in you hometown?	6 Do Nows/Match Minutes 5 Written Responses 1 Informal observations Visual products 6 Worksheets 1 Quizzes/Tests 1 Reflective journals/learning logs __ Other types:	_X_ Unit Exam; _X_ Quarter Final Exam; _X_ Unit Project; __ Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:

Chapter 3 • Review Future: going to, will, future continuous tenses • Describing future plans & intentions • Telling about the future • Expressing time & duration Asking & telling about future plans • Engaging in small talk about weekend plans • Making a telephone call to someone you know • Listening to conversations & making deductions about people's plans • Writing about something you are lokking forward to • Writing a friendly letter • Describing neighborhoods • Describing personal history • Using idiomatic expressions Readings: Immigration around the world • Ellis Island • Interpreting a chart with population statistics • Culture concept: Immigrant neighborhoods around the world • Interview with an immigrant • Education: Community college new student information	5 school days	Verbs are used differently in future tense.	Is there difference between a prediction and a fact? Explain	6 Do Nows/Match Minutes 6 Written Responses 1 Informal observations Visual products 6 Worksheets 1 Quizzes/Tests 1 Reflective journals/learning logs __ Other types:	_X_ Unit Exam; _X_ Quarter Final Exam; _X_ Unit Project; _X_ Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
Chapter 4: • Present Perfect Tense • Describing skills • Describing actions that have occurred • Describing actions that haven't occurred yet • Engaging in a small talk about expereicnees, movies, books, videos, and restaurants • Listening to narratives abouts tasks accomplished and indicating these tasks on a checklist • Making a checklist of tasks done at school, at work, or at home • Writing about things you have done and have not done in the place where you live • Introduction to literature: "Family Photo" a poem • *Birthday Barbecue* a personal narrative • Text structure: compare and contrast a poem and a personal narrative • Elements of literture: first person poinf of view • Descriptive essay and oral presentation	10 school days	In Spanish language we don't use the present perfect tense as much as it is used in English.	Why do you think some tenses are used more than others in different languages.	13 Do Nows/Match Minutes 8 Written Responses 2 Informal observations Visual products 13 Worksheets 1 Quizzes/Tests 1 Reflective journals/learning logs __ Other types:	_X_ Unit Exam; _X_ Quarter Final Exam; _X_ Unit Project; _X_ Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:
CHAPTER 5: • Present perfect vs. present tense • Present perfect vs. past tense • Since/for • Discussing duration of activity • Asking and reporting information • Engaging in a small talk about interests and experiences • Writing about your activities and interests • Introduction to literature: "Coyote"a folktale • Features of a narrative • Author's purpose •synonyms	8 school days	Objectives: students will be able to discuss duration of activities, medical symptoms, and career advancement using the present perfect vs. the present and present perfect vs. the past tense.	What grammar tense would you use to tell about activities you did over and over in the past?	9 Do Nows/Match Minutes 4 Written Responses 1 Informal observations Visual products 9 Worksheets 1 Quizzes/Tests 1 Reflective journals/learning logs __ Other types:	_1_ Unit Exam; _1_ Quarter Final Exam; _1_ Unit Project; _1_ Oral Presentation; __ Student Demonstration; __ Exhibition; __Formal Essay/Report; __ Portfolio; __ Other type:

CHAPTER 6: • Review: Present perfect continuous tense • Discussing duration of activity • Decribing tasks accomplish • Telling about important decisions • Asking and reporting information • Listening for particular forms of verbs in sentences • Writing about places where you have lived, worked and gone to school	8 school days	Students will be able to discuss duration of certain activities and they will learn how to report house hold repair problems.	What grammar tense would you use to tell about activities you did over and over in the past? Expalin Why?	7 Do Nows/Match Minutes 5 Written Responses 1 Informal observations Visual products 7 Worksheets 1 Quizzes/Tests 1 Reflective journals/learning logs __ Other types:	_1_ Unit Exam; _1_ Quarter Final Exam; _1_ Unit Project; _1_ Oral Presentation; _1_ Student Demonstration; _1_ Exhibition; _1_Formal Essay/Report; __ Portfolio; __ Other type:

	SCOPE AND SEQUENCE UNIT PLANNING AT-A-GLANCE				
Course: ELD 3B					
UNIT TITLE BIG IDEAS	**TOTAL # OF SCHOOL DAYS OR WEEKS**	**ENDURING UNDERSTANDINGS**	**ESSENTIAL QUESTIONS**	**FORMATIVE ASSESSMENTS (Note how many)**	**SUMMATIVE ASSESSMENTS (Check the ones that you plan to do.)**
Chapter 7 • Gerunds and infinitives • Review: present perfect and present perfect continuous tenses • Discussing recreation preferences • Discussing things you dislike doing • Describing talents and skills • Telling about important decisions • Engaging in small talk about leisure • Listenting and making deductions about the context of conversations • Writing about an important decision	Week 1-2	Students will understand that: • Gerunds are verbs ending with ing, and they function as nouns. • When translating from Spanish into English there are different grammar rules that we use in English and Spanish. • Sentences can be written in different ways and have the same meaning.	• Has living in this country changed who you are? • Has your personality and ideology changed now that you live in the USA? • Why do people want to learn a new language?	Written Responses = Informal observations = 5 Visual products = Worksheets = 14 Quizzes/Tests = 1 Writing entry = 1 Other types =	Unit Exam = 1 Quarter Final Exam = 1 Unit Project = Oral Presentation = Student Demonstration = Exhibition = Formal Essay/Report = Portfolio = Other type =

Chapter 8: • Past perfect and past perfect continuous tenses • Discussing things people had done • Describing preparation for events • Describing accomplishments • Scheduling medical appointments • Asking and reporting information • Sharing news about someone • Listening to questions and choosing the correct response • Writing about something you accomplished • Listening to sports broadcasts on the radio •Describing popular sports and children's sports training	Week 3-4	Students will understand that: • The past perfect is formed by the auxiliary verb had plus the past participle of the verb. • The past perfect tense is used very frequently to refer to actions or events that occurred before a particular point in the	• Are past activities important? • Why do we talk about past events?	Written Responses = 1 Informal observations = 5 Visual products = Worksheets = 15 Quizzes/Tests = 1 Writing entry = 1 Other types =	Unit Exam = 1 Quarter Final Exam = 1 Unit Project = Oral Presentation = 1 Student Demonstration = Exhibition = Formal Essay/Report = Portfolio = Other type =
Chapter 9 •Two-word verbs separable and inseparable •Discussing when things are going to happen • Discussing obligations • Asking for and reporting information about future events • Listening to determine subject matter of conversations • Writing about someone you admire	Week 5-6	Students will understand that: • Two-word verbs are formed by the main verb plus a particle. • The addition of the particle to the main verb changes the meaning and sometimes it has no change in meaning.	If adding a particle to some verbs doesn't change the meaning, why is a particle added?	Written Responses = 1 Informal observations = 5 Visual products = 1 Worksheets = 10 Quizzes/Tests = 1 Writing entry = Other types =	Unit Exam = 1 Quarter Final Exam = 1 Unit Project = Oral Presentation = Student Demonstration = Exhibition = Formal Essay/Report = 1 Portfolio = Other type =

Chapter 10 •Connectors: too, so, and, but, neither, either • Asking and giving reasons • Describing people's backgrounds, interests and possibilities • Describing people's similarities and differences • Listening to determine subject matter of conversations •Writing about how you and another person are same and different • The writing process • Narrative essay	Week 7-8	• Students will understand that connectors are used to join 2 sentences or phrases of equal importance, and also to show a contradiction between two phrases.	• What would happen if we would not have words that connect sentences?	Written Responses = Informal observations = 5 Visual products = 1 Worksheets = 15 Quizzes/Tests = 1 Writing entry = Other types =	Unit Exam = 1 Quarter Final Exam = 1 Unit Project = Oral Presentation = 1 Student Demonstration = Exhibition = Formal Essay/Report = Portfolio = Other type =
Gonzalo by Paul Fleishman excerpt from a novel • Reading strategy: draw conclusions • Features of a narrative fiction • Elements of literature: theme	Week 9	Students drew conclusions when they decide that something is true, or not true, after thinking carefully about all the facts.	Is the spoken language the only way to commuicate with others?	Written Responses = 1 Informal observations = Visual products = 1 Worksheets = Quizzes/Tests = 1 Writing entry = Other types =	Written Responses = Informal observations = Visual products = Worksheets = Quizzes/Tests = Writing entry = 1 Other types =

ENGLISH 1 THROUGH ENGLISH 4
CURRICULUM ORGANIZED BY QUARTER

LITERARY TERMS/LANGUAGE OF THE DISCIPLINE/PORTFOLIO WRITING/READING STRATEGIES/GRAMMAR AND WRITING SKILLS

Blueprint Summary

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarter 1: **Genre focus/Lang. of the Discipline:** Short Story and Anecdotes **Portfolio focus:** Narrative Essay (E1: 200-400w.; E2: 400-600w.; E3: 600-800w; E4: 800-1000w) **Reading Strategy Focus:** Plan and Monitor (Preview and Predict); Make Inferences (See reading handbook in back of *Edge* textbooks.) **Grammar and Writing Skills Focus:** Big Four grammar, past tenses, quotation marks and	**Quarter 2:** **Genre focus/Lang. of the Discipline:** Nonfiction **Portfolio focus:** English 1, 2, 4: Persuasive Essay; English 3: Reflective Essay (E1: 200-400w.; E2: 400-600w. E3: 600-800w; E4: 800-1000w) **Reading Strategies:** Determine Importance; Ask Questions (See reading handbook in back of *Edge* textbooks.) **Grammar and Writing Skills focus:** Big Four grammar, sentence structure, clauses and	**Quarter 3:** **Genre focus:/Lang. of the Discipline** English 1: Full-length Narrative Novel, English 2-4: Drama and Speech **Portfolio focus:** English 1: Book Report (Response to Literature); English 2: Expository Essay; English 3 and 4: Reflective Speech-Writing (E1: 200-400w.; E2: 400-600w.; E3&4: 400-600w) **Reading Strategies:** Synthesize (Compare and Contrast), Make Connections (See reading handbook in back of *Edge*	**Quarter 4:** **Genre focus:/Lang. of the Discipline** English 1: Full-Length Memoir, English 2-4: Poetry and Speech **Portfolio focus:** English 1: Descriptive/Expository Essay; English 2-4: Respond to Literature Essay (E1: 500-750w.; E2: 750-1000w.; E3: 1000-1250w; E4: 1250-1500w) **Reading Strategies:** Synthesize (Evaluate), Visualize (See reading handbook in back of *Edge* textbooks.)

punctuation for dialogue, time order transitions **Vocabulary:** Level 1 Academic Word List	phrases, sentence types, run-ons and fragments, transitions of agreement, contrast and example **Vocabulary:** Level 2 Academic Word List	textbooks.) **Grammar and Writing Skills focus:** Big Four grammar, pronouns, prepositions, participial phrases, misplaced/dangling modifiers, transitions for cause and effect **Vocabulary:** Level 3 Academic Word List	**Grammar and Writing Skills focus:**) Big Four grammar, interjections, gerunds/infinitives, comma rules =]and types of phrases (essential/non-essential, appositive, etc., different at each level), transitions for space and location plus review of all transitions **Vocabulary:** Level 4 Academic Word List

SUMMARY OF SUMMATIVE ASSESSMENTS (PORTFOLIO WRITING AND PRESENTATION)

Course and Overarching Topic	**Q1 Writing**	**Q1 Presentation**	**Q2 Writing**	**Q2 Presentation**	**Q3 Writing**	**Q3 Presentation**	**Q4 Writing**	**Q4 Presentation**
English 1: "School" (Education) - E.Q. "How can education transform lives?"	Biographical essay (role model)	Biographical narrative presentation	Persuasive essay on a school issue	Persuasive presentation on a school issue	Expository essay: Describe a learning environment	Present descriptive essay	Response to literature on Anne Frank	Present on a book that taught you something
English 2: "Self" (Identity) EQ."Why are you who you are?"	Personal narrative on a life-changing event)	Personal narrative presentation	Persuasive essay on improving yourself (focus on community/ family, e.g., volunteer at altruistic organization,	Persuasive presentation on improving yourself	Expository essay on how family or community affects self	Act out a drama scene from GM or Man in the Moon Marigolds	Response to literature about Neruda	Recite and present a poem about self

			stop smoking for your kids)					
English 3: "Style" (Expression/ Media) E.Q. "How do we express ourselves?"	Creative short story	Creative narrative presentation	Persuasive/reflective personal statement (scholarship essay)	Media analysis of an advertisement, including visuals	PER speech writing	A modern adaptation of a Shakespearian situation: Students write their own script and present a scene	Response to literature about Chicana Falsa	Speeches (near beginning of quarter): Student's own speech or famous speech recitation if new to E3
English 4: "Society" Anthropological study) E.Q. "How and why do people define their values and beliefs?	Creative story collection	Creative story collection presentation	Research-based persuasive essay on a social issue	Formal debate	PER Speech writing	Present the speech	Response to literature For Colored Girls	"Maestro for a Day": Teach a class about an FCG poem

Core Novels for English 1-4

Q1	**English 1**	**English 2**	**English 3**	**English 4**
Title	a) The Alchemist or b) ??	Parrot in the Oven	a) Breaking Through or b) Who's Irish?	...And The Earth Did Not Devour Him.
Author	a) Paulo Coelho b)	Victor Martinez	a) Francisco Jimenez or b) Gish Jen	Tomas Rivera
Lexile Score/Length	lexile: 910 / pages: 161	lexile: 1000 pages: 228	lexile: a) 750 b) 840 pages: a) 213 b) 208	lexile: 480 pages: 208
Genre	Fictional Novel	Fictional Novel	a) Autobiographical Novel b) Short Story Collection (fiction)	novel divided into fourteen vignettes
Culture/Gender	Brazilian/Latino; Male	Mexican-American/Chicano /Latino; Male	a) Mexican-American/ Latino/ Chicano; Male b) Asian-American; Female	Mexican-American/Chicano/Latino; Male
Q2	**English 1**	**English 2**	**English 3**	**English 4**
Title	**The Circuit: Stories from the Life of a Migrant Child**	**Night**	**Narrative of the Life of Frederick Douglass, an American Slave**	**a) Animal Farm b) I Know Why the Caged Bird Sings**
Author	Francisco Jimenez	Elie Wiesel	Frederick Douglass	a) George Orwell b) Maya Angelou
Lexile Score/Length	lexile: 880 pages: 133	lexile: 570 pages: 148	lexile: 1040 pages: 97	lexiles: a) 1170 b) 1070 pages: a) 140 b) 317
Genre	Autobiographical Novel	Memoir; Autobiographical Novel	Autobiography	a) Satire/ Fiction b) Memoir/ Nonfiction Classic Amer. Lit.
Culture; Gender	Mexican-American/ Latino; Male	Romanian/Jewish; Male	African-American; Male	a) English (British); Male b) African-American; Female
Q3	**English 1**	**English 2**	**English 3**	**English 4**

Title	**The Diary of a Young Girl (also known as The Diary of Anne Frank)**	**a)The Glass Menagerie; b) The Effects of Gamma Rays on Man in the Moon Marigolds**	**a) Macbeth (No Fear) b) Othello (No Fear)**	**Our Town**
Author	Anne Frank	a)Tennessee Williams b) Paul Zindel	a&b) William Shakespeare	Thornton Wilder
Lexile Score/Length	lexile: 1080 pages: 283	lexile: a) 1350 b) 1010 pages: a) 104 b) 109	lexile: unavailable for "no fear" versions pages: a) 219 b) 320	lexile: 1080; pages: 121
Genre	Nonfiction (diary)	American drama	Shakespearean drama	Classic American Literature
Culture/Gender	Netherlands/Jewish ;Female	a)English, Welsh, and Huguenot descent (White-American, US citizen); Male b) White-American, US citizen; Male	a&b) English (British); Male	White-American (US citizen); Male
Q4	**English 1**	**English 2**	**English 3**	**English 4**
Title	**The Pearl**	**a) Bronx Masquerade b) Selected Poems of Pablo Neruda**	**a) Chicana Falsa b) In the Trail of the WInd**	**for colored girls who have considered suicide/when the rainbow is enuf**
Author	John Steinbeck	a) Nikki Grimes b) Pablo Neruda	a) Michele Serros b) American Indian Traditions (edited by John Bierhorst)	Ntozake Shange
Lexile Score/Length	lexile: 1010 pages: 90	lexile: a) 670 b) unavailable pages: a) 188 b) 508	lexile: both are unavailable pages: a) 95 b) 202	lexile: unavailable pages: 112
Genre	American classic (Fiction)	a) Poetry+Fiction b)Poetry	a) contemporary free verse poetry b) American Indian poems and ritual orations	choreopoem
Culture/Gender	German, English, and Irish descent (White-American, US citizen); Male	a) African-American/ Female b)Chilean/Latino / Male	a) Mexican-American/Latino/Chicana; Female b) Native American	African-American; Female

Proposed Year Long Morpheme Focus Words for Each Level

Prefix Focus	Suffix Focus	Word Root Focus
English 1: ● Un- ● Re- ● In-, im-, il-, ir- ● Dis- ● En-, em-	English 1: ● -s, -es ● -ed ● -ing ● -ly ● -er, -or	English 1: ● Form ● -rupt ● Scrip, script ● Stru, struct ● Flect, flex ● Fer ● Duc, dice, duct ● Vers, vert ● Fac, fact, fect, fic ● Tend, tens, tent ● Ped ● aud
English 2: ● Non- ● In-, im- (in) ● Over- ● Mis- ● sub-	English 2: ● -ion, -tion, -ation, -ition ● -able, -ible ● -al, -ial ● -y ● -ness	English 2: ● Port ● Tract ● Spec, spect, spic ● Dic, dict ● Mit, miss ● Cred ● Pel, puls ● Pend, pens ● Jac, jec, ject ● Cur, curse

		• Vid, vis • Vit, vita, viv, vivi
English 3: • Pre- • Inter- • Fore- • De- • Trans-	English 3: • -ity, -ty • -ment • -ic • -ous, -eous, -ious • -en	English 3: • Leg • Capit, capt • Cap, ceit, ceive, cep, cept, cip • Voc, vok, voke • Lit, liter, litera • Ten, tain, tin, tinu • Sist, sta, stat, stit • Pon, pose, pound • Mob, mot, mov • Cide • Plic, ply • greg
English 4: • Super- • Semi- • Anti- • Mid- • under-	English 4: • -er • -ive, -ative, -tive • -ful • -less • -est	English 4: • Spir, spire • Grad, gred, gress • Lect, leg, lig • Cede, ceed, cess • Feder, fid, fide, feal • Cad, cas, cid • Cern • Cert • Gen, genius • cise

Quarter 1 Curriculum by Level:

Genre focus: Narrative fiction (Short Stories, Novels, and Anecdotes)
Writing focus: Narrative
English 1: Narrative essay about a role model
English 2: Personal narrative about a transformational event
English 3: Fictional narrative
English 4: Collection of stories focusing on the experience of a group of people

Reading Strategy Focus: Plan and Monitor (Preview and Predict); Make Inferences
Vocabulary: Academic vocabulary at each level

Enduring Understanding(s): Students will understand …
(1) short stories and anecdotes are narratives meant to be read or told in one sitting;
(2) short stories and anecdotes are narratives with a clean set of events: beginning, middle and end;
(3) readers analyze short stories to gain a better understanding of what the author can teach us about the human condition

Essential Question(s):
1. Why read short stories and anecdotes in one sitting?
2. Why read/tell stories?
3. Does the author decide the meaning of a story?
4. Who decides the meaning of a story?
5. Why do certain stories endure?
6. What do you do after you read a story? What happens after a story is told?

English 1:	English 2:	English 3:	English 4:
	Common Core State Standards (9-10): **RL 1., RL 2, RL 3, RL 4, RL 5, RL 7, RL 10, W 3, W 4, W 5, W 10, SL 1, SL 6, L 1, L 2, L 4, L 5, L 6**	**Common Core State Standards (11-12):** **RL 1, RL 2,RL 3, RL 4, RL 5, RL 6, RL 7, RL 10, RI 10, W 3, W 4, W 5, W 10, SL 1, SL 6, L 1, L 2, L 3, L 4, L 5, L 6**	**Common Core State Standards (11-12):** **RL 1, RL 2, RL 3, RL 4, RL 5 RL 6, RL 7,RL 10, W 3, W 4, W 5, W 10, SL 1, SL 6, L 1, L 2, L 3, L 4, L 5, L 6**
Grammar/Mechanics: ***Big Four:*** ● *NAVA parts of speech* ● *Basic capitalization (beginning of sentences and proper nouns= names, places, organizations)* ● *Subject and predicate* ● *Fixing run-ons with periods* Perfect tense Passive voice	**Grammar/Mechanics:** ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns= names, places, organizations)* *Subject and predicate* *Fixing run-ons with periods* **4 kinds of sentences (questions, statements,** **4 Types of sentences (simple/complex/compound/complex)** **and making sure they are complete.** **Phrases/clauses**	**Grammar/Mechanics:** ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns=names, places, organizations)* *Subject and predicate* *Fixing run-ons with periods* Time sequential transitions (English 3 list) and correct punctuation Punctuation for dialogue, basic, questions and exclamation points,	**Grammar/Mechanics** English 4 (review if required for student needs):**:** ***Big Four:*** *NAVA parts of speech* *Advanced capitalization (all rules)* *Subject and predicate* *Fixing run-ons with periods* Time sequential transitions (English 4 list) and correct punctuation Punctuation for dialogue, exclamation point and tag in the

	Time sequential transitions (English 2 list) and correct punctuation Intro to punctuation for dialogue Past tense, review pronunciation of "-ed," irregular past tense (English 2 list), present perfect vs. past perfect Quotation marks for dialogue	Past tense, review "-ed," irregular past tense (English 3 list), Present perfect/ past perfect/ past continuous	middle; Past tense, review "-ed," irregular past tense (English 4 list), present perfect/past perfect/past continuous/past perfect continuous
English 1: **Literary Terms/ Lang. of the Disc.**	**English 2:** **Literary Terms/ Lang. of the Disc.**	**English 3:** **Literary Terms/ Lang. of the Disc.**	**English 4:** **Literary Terms/ Lang. of the Disc.** *Revised 08.09.2018* *Stanton, Kinne, Gully, Romo*
Author's Purpose *Subject/Topic* *Theme/Message* *Form/Structure* *Style/Tone/Mood* *Figurative language/Symbolism* Setting Main/Major vs. Minor Characters Characterization	*The English 1 LoD, plus:* Short story plot structure: exposition, rising action, climax, falling action, and resolution/denouement Direct and indirect characterization Protagonist, Antagonist Character arc (with **dynamic**	*All of the English 2 LoD, plus:* Tall tale (with **dialect**), fairy tale urban legend horror fiction (with **elements of suspense** → including **unreliable narrator**) unreliable narrator Irony (dramatic) 3rd person pt. of view (limited vs.	*All of the English 3 LoD, plus:* Elements of humor (hyperbole, incongruity, parody, satire, absurd comparisons, everyday situations) Allegory/Extended metaphor Dialect: regionalism and cultural Monologue (internal/interior and external/exterior)

Conflict as the problem facing the main character [narrative tension] Plot → Get more details re: Plot Diagram Triangle Narrator Point of View (1st, 3rd) Folktale, fable, legend, myth Moral Science Fiction Novel (with Chapter), Novella, Short Story	**characters**; **static characters**) dialogue Chronological order (including **flashback**/**flashforward**) foreshadowing Irony (Verbal, Situational) Parable, trickster tale, historical fiction Pt. of views (2nd)	omniscient) Conflicts (internal and external, major and minor) – all types	Satire Archetype Vignette Fragmented Narrative 3rd person pt. of view (limited vs. omniscient vs. objective)
Reading Strategy Focus: Plan and Monitor (Preview and Predict); Make Inferences	**Reading Strategy Focus: Plan and Monitor (Preview and Predict); Make Inferences**	**Reading Strategy Focus: Plan and Monitor (Preview and Predict); Make Inferences**	**Reading Strategy Focus: Plan and Monitor (Preview and Predict); Make Inferences**
Vocabulary: Academic vocabulary Level 1	**Vocabulary:** Academic vocabulary Level 2	**Vocabulary:** Academic vocabulary Level 3	**Vocabulary:** Academic vocabulary Level 4
Core Novel: *The Alchemist* *The Pearl* *Bless Me, Ultima* *The House on Mango Street*	**Core Novel:** *Parrot in the Oven*	**Core Novel:** *Who's Irish?*	**Core Novel:** *...And the Earth Did Not Devour Him*
Two of the following Newsela articles:	**Two of the following Newsela articles:**	**Two of the following Newsela articles:**	**Two of the following Newsela articles:**

Time / Chronology / Sequence

These transitional words (like ***finally***) have the function of limiting, restricting, and defining **time**.

English 1:	English 2:	English 3:	English 4:
Q1 & Q3 Adverbs and conjunctive adverbs (and adverbial expressions): then next now first, second, etc. at the same time finally later last Conjunctions (*can be used as prepositions): *until *after *before when	Adverbs and conjunctive adverbs (and adverbial expressions): to begin with sooner or later until now in a moment eventually meanwhile instantly afterwards right away currently- possible addition Prepositions: During Conjunctions (* can be used as prepositions): *since as soon as	Adverbs and conjunctive adverbs (and adverbial expressions): in time in the first place, in the second place all of a sudden at this instant immediately from time to time occasionally further shortly in the meantime Conjunctions: once “while” for time- possible addition “as” for time- possible addition	Adverbs and conjunctive adverbs (and adverbial expressions): without delay at the present time up to the present time presently in due time henceforth hence formerly subsequently- possible addition Prepositions: prior to

	whenever		

Quarter 2 Curriculum by Level:

Genre focus: Nonfiction
Writing focus: Persuasive Essay
English 1: Persuasive essay on school issue
English 2: Persuade others to improve their lives in some way (volunteer, exercise, eat healthy, etc.)
English 3: Persuade Scholarship Essay
English 4: Persuasive essay on a social issue, preparing for a formal debate
Reading Strategies: Determine Importance; Ask Questions

Vocabulary: Academic vocabulary at each level
Enduring Understanding(s): Students will understand …
(1) texts are grounded in historical and sociological context;
(2) a nonfiction text is an attempt to present reality;
(3) it is important to understand the author's intent and/or purpose in creating the text;
(4) we need to read critically (weighing the text's validity) in order to determine truth;
(5) that word choice, tone, and writing style are critical to reading nonfiction;
(6) readers bring their own bias/perspectives to the reading;
(7) it is important to look at the world through someone else's eyes.
Essential Question(s):
(1) Does nonfiction present truth?
(2) Is it possible to create a true text?
(3) How do we decide who/what is an authority?
(4) Is being biased/having perspectives good?
(5) What do we need to know about the author to understand the text?

(6) Can we create peace and prevent war by reading historical and contemporary texts?
(7) How do words shape the way we see the world?

English 1:	English 2:	English 3:	English 4:
Common Core State Standards:	**Common Core State Standards (9-10): RL 1, RL 2, RL 3, RL 4, RL 5, RL 6, RL 7, RL 10, RI 1, RI 2, RI 3, RI 4, RI 5, RI 6, RI 8, RI 10, W1, W4, W7, W8, W9, W10, SL 1, SL3, SL4, SL 6, L1, L2, L3, L4, L5, L6**	**Common Core State Standards (11-12): RL 1, RL 2, RL 3, RL 4, RL 6, RL 7, RL 10, RI 1, RI 2, RI 3, RI 4, RI 5, RI 6, RI 8, RI 10, W1,W4, W7, W8, W9, W10, SL 1, SL3, SL4, SL 6, L1, L2, L3, L4, L5, L6**	**Common Core State Standards (11-12): RL 1, RL 2, RL 3, RL 4, RL 6, RL 7, RL 10, RI 1, RI 2, RI 3, RI 4, RI 5, RI 6, RI 8, RI 10, W1, W4, W7, W8, W9, W10, SL 1, SL3, SL4, SL 6, L1, L2, L3, L4, L5, L6**
Grammar/Mechanics: ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns= names, places, organizations)* *Subject and predicate* *Fixing run-ons* Conditional clauses	**Grammar/Mechanics:** ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns)* *Subject and predicate* *Fixing run-ons* Transitions of agreement, contrast and example (English 2 list)	**Grammar/Mechanics:** ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns)* *Subject and predicate* *Fixing run-ons* Transitions of agreement, contrast and example (English 3 list),	**Grammar/Mechanics:** English 4 (review if required for student needs): ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns)* *Subject and predicate* *Fixing run-ons*

	Sentence structure (simple, compound and complex); conjunction, basic definition; coordinating and subordinating conjunctions and comma rules for them; phrases and clauses; Sentence fragments	Sentence structure (simple, compound, complex); Conjunctions (subordinating/coordinating) and comma rules for both; phrases and clauses; Sentence fragments	Transitions of agreement, contrast and example (English 4 list), Sentence structure (simple, compound, complex, compound-complex); Conjunctions (subordinating/coordinating/correlative=paired); phrases and clauses; Sentence fragments
English 1: **Literary Terms/ Lang. of the Disc.**	**English 2:** **Literary Terms/ Lang. of the Disc.**	**English 3:** **Literary Terms/ Lang. of the Disc.**	**English 4:** **Literary Terms/ Lang. of the Disc.**
<u>English 1</u> *Genre* *Author's Purpose* *Subject/Topic* *Theme/Message* *Form/Structure* *Style/Tone/Mood* *Figurative language/Symbolism* Types of nonfiction:	<u>English 2</u> *All of the above, plus:* Biography/Autobiography/Memoir/Anecdote [Review characteristics of journal and diary] <u>Additional Nonfiction Text Features:</u> Byline, Dateline, Sidebars <u>Persuasive Nonfiction:</u>	<u>English 3:</u> *All of the above, plus:* <u>Nonfiction text structures:</u> Problem/Solution, Cause/Effect Detecting bias (and Evaluation of Sources) Types of Appeals: (Ethical, Logical, Emotional) Media Generalization/Stereotype	*English 4* *All of the above, plus:* Political cartoons Debate Editorials/Letters to the Editors <u>Learn to recognize fallacies</u>: ad hominem, circular reasoning/argument, bandwagon appeals [review from English 3], association fallacy, slippery slope,

(narrative, persuasive, expository, procedural) [Definition, talk about differences, apply to readings as appropriate] Magazine/Newspaper Articles, Textbooks, Procedures/Instructions/Recipes Nonfiction Text Features: (Titles/Subtitles, Headlines/Headings, Captions, Columns, Graphic Features/ Informational Graphics) Main idea/details Facts, opinions	Argument/Counter-Argument Issue Pro and Con Types of Evidence (Expert Opinion, Statistics (facts with numbers), Facts, Personal Experience) Source	Scapegoating Propaganda techniques: name-calling, plain folks appeal, glittering generality, bandwagon, fearmongering Advertising Slogan, Jingle, Logo	non sequitur (red herring), Correlation Implies Causation - False Dilemma/Dichotomy Inductive and Deductive Reasoning
Reading Strategies: Determine Importance; Ask Questions	**Reading Strategies:** Determine Importance; Ask Questions	**Reading Strategies:** Determine Importance; Ask Question	**Reading Strategies:** Determine Importance; Ask Question
Vocabulary: Academic vocabulary Level 1	**Vocabulary:** Academic vocabulary Level 2	**Vocabulary:** Academic vocabulary Level 3	**Vocabulary:** Academic vocabulary Level 4
Two of the following Newsela articles:	**Two of the following Newsela articles:**	**Two of the following Newsela articles:**	**Two of the following Newsela articles:** **False narratives about caravan, pipe bombs have spread on social media**

			https://newsela.com/read/midterms-migrant-caravan-misinformation/id/47155/
Essay Writing Concepts: Summarizing	**Essay Writing Concepts:** Paraphrase, summarizing and quotations of sources in MLA format	**Essay Writing Concepts:** Paraphrase, summarizing and quotations in MLA format, works cited page	**Essay Writing Concepts:** Paraphrase, summarizing and quotations with MLA format, block quotes in MLA?
Core Novel: *Diary of Anne Frank*	**Core Novel:** *Night*	**Core Novel:** *Narrative of the Life of Frederick Douglass*	**Core Novel:** *Animal Farm*

English 1: I Have a Dream
English 2: Weisel's Nobel Prize Speech
Engish 3: Gettysburg Address + 4 Freedoms
English 4: Lincoln's 2nd Inaugural + _____+ Steve Jobs

Current Q2 Grammar (from blueprint) with Noredink Topics

Note: The "addresses" of the topics in the curriculum section go from large to small from underlined topic to bullet points.
Ethan's guideline: One lesson per week, 5 topics per lesson

English 1:	English 2:	English 3:	English 4:
Adult E1 (Magdalena):	**Total:**	**Total:**	**Total:**

me. **Note:** Figure out which quarter of E1 focuses on run-on sentences. ***Blueprint items for E1 (every quarter):*** *Basic capitalization (beginning of sentences and proper nouns= names, places, organizations)* *Subject and predicate* *Fixing run-ons* *NAVA parts of speech*	**Conjunctions: (6 topics)** **Punctuation with Conjunctions:All** **Part 1: Identifying Conjunctions:** ● **Identifying FANBOYS** ● **Identifying SWABIs** ● **Identifying THAMOs** **Part 2: Function of Conjunctions:** ● **ID the Function of FANBOYS** ● **ID the Function of SWABIs** **Part 6: THAMOS** ● **Front THAMOS** **Capitalization (4 Topics)** **Rules of Capitalization II:**	**Conjunction: (7 Topics)** **Punctuation with Conjunctions:All** **Part 4:** ● **Commas with FANBOYS:** ● **FANBOYS Fragments** **Part 5: SWABIs** ● **Front SWABIs** ● **Middle SWABIs** ● **SWABI Fragments** **Part 6: THAMOS** ● **Middle THAMOS** **Choosing the Appropriate Conjunctions:** **Part 2: Using the Appropriate Conjunction 1** ● **Using the Appropriate FANBOYS** ● **Using the Appropriate THAMOS** **Capitalization (4 Topics)**	**Conjunctions: (3 Topics)** **Punctuation with Conjunctions:All** **Part 6: THAMOS** ● **Back THAMOS** **Choosing the Appropriate Conjunctions:** **Part 3: Using the Appropriate Conjunction 2** ● **Matching Correlative Conjunctions** ● **Using the Appropriate Correlative Conjunctions**

	• **Seasons** • **Historical Time Periods** • **Regions and Directions** • **Races, Ethnicities, and Religions**	**Rules of Capitalization II:** • **Seasons** • **Historical Time Periods** • **Regions and Directions** • **Races, Ethnicities, and Religions**	

Transitions Q2:

Agreement / Addition / Similarity

English 1:	English 2:	English 3:	English 4:
Q2 & Q4 Adverbs and conjunctive adverbs (and adverbial expressions): in the same way also in addition like as too (at the end of a sentence) Conjunctions: and	Adverbs and conjunctive adverbs (and adverbial expressions): as well as together with another key point is that similarly equally in the same way	Adverbs and conjunctive adverbs (and adverbial expressions): furthermore likewise in the same fashion additionally besides not only ... but also Prepositions: coupled with	Adverbs and conjunctive adverbs: (and adverbial expressions) by the same token moreover in like manner ito say nothing of Prepositions: not to mention in the light of

Opposition / Limitation / Contradiction

English 1:	English 2:	English 3:	English 4:
Adverbs and conjunctive adverbs (and adverbial expressions): on the other hand although this may be true Conjunctions: but although though	Adverbs and conjunctive adverbs (and adverbial expressions): in contrast even so notwithstanding (also a preposition) Conjunctions: even though (not the same as “even” or “even so”) on the contrary while (for contrast or contradiction) Prepositions: notwithstanding (also a conjunctive adverb)	Adverbs and conjunctive adverbs (and adverbial expressions): nevertheless nonetheless then again at the same time Conjunctions: whereas Prepositions: in spite of despite	Adverbs and conjunctive adverbs (and adverbial expressions): be that as it may however conversely rather Conjunctions: albeit (followed by an adjective) (and) yet

Quarter 2:

Example/Explanation

English 1:	English 2:	English 3:	English 4:
Adverbs and conjunctive adverbs (and adverbial expressions): for example for instance as an example in fact	Adverbs and conjunctive adverbs (and adverbial expressions): to put it another way as a matter of fact especially Prepositions: including	Adverbs and conjunctive adverbs: (and adverbial expressions): as an illustration specifically in particular to put it differently	Adverbs and conjunctive adverbs: (and adverbial expressions): for one thing that is to say in other words Prepositions: namely

Quarter 3 Curriculum by Level:

Genre focus: *English 1: Introduction to Drama,* Full-length Narrative Novel *(The Pearl)*, *English 2-4:* Drama and Speech
Writing focus:
English 1: Descriptive Essay
English 2: Expository essay
English 3 and 4: Reflective Essay
Reading Strategies: Synthesize (Compare and Contrast), Make Connections
Grammar/Mechanics Focus: See proposed grammar/mechanics curriculum
Vocabulary: Academic vocabulary at each level

Key Enduring Understandings (Drama and Speech):

1. Know the aspects of your audience and how to speak to them
2. Drama and speech are meant to be performed (including visuals, body language, vocal control)
3. Drama can be applied to the roles we have in our life, switching between your cultures
4. All speaking has dramatic components
5. In speech, your message is clear and defined, but in drama your message is not clearly stated

Essential Questions:

Why do people like to pretend?
How is drama important in learning a language and a culture?
What makes a speech or drama good/entertaining/interesting?
How do you personalize a character or the message of a speech?
How do you build connections between the performer and the audience?
What roles do we play in life?
How do words shape the way we see the world?

English 1:	**English 2:**	**English 3:**	**English 4:**
Common Core State Standards:	**Common Core State Standards (9-10): RL1, RL2, RL3, RL4, RL5, RL7, RL10, RI9, W2, W4, W5, W10, SL1, SL3, SL4, SL6, L1, L2, L4, L5, L6**	**Common Core State Standards (11-12): RL1, RL2, RL3, RL4, RL5, RL7, RL10, RI1, RI2, RI3, RI4, RI5, RI6, RI8, RI9, W4, W5, W10, SL1, SL3, SL4, SL5, SL6, L1, L2, L4, L5, L6**	**Common Core State Standards (11-12): RL1, RL2, RL3, RL4, RL5, RL7, RL9, RL10, RI1, RI2, RI2, RI3, RI4, RI5, RI6, RI8, RI9, W4, W5, W10, SL1, SL3, SL4, SL5, SL6, L1, L2, L4, L5, L6**
Grammar/Mechanics **English 1** "Big Four" ● *NAVA parts of speech* ● *Basic capitalization (beginning of sentences and proper nouns)* ● *Subject and predicate* ● *Fixing run-ons with periods*	**Grammar/Mechanics** English 2 "Big Four" ● *NAVA parts of speech* ● *Basic capitalization (beginning of sentences and proper nouns)* ● *Subject and predicate* ● *Fixing run-ons with periods* Specifically prepositions and prepositional phrases; pronouns; review subject, object and possessive	**Grammar/Mechanics** English 3 "Big Four" ● *NAVA parts of speech* ● *Basic capitalization (beginning of sentences and proper nouns)* ● *Subject and predicate* ● *Fixing run-ons with periods* Specifically ● Colons ● Prepositions and prepositional phrases	**Grammar/Mechanics** <u>English 4 (review if required by student needs):</u> "Big Four" ● *NAVA parts of speech* ● *Basic capitalization (beginning of sentences and proper nouns)* ● *Subject and predicate* ● *Fixing run-ons with periods* Colons; prepositions and prepositional phrases;subject, object, demonstrative, indefinite, reciprocal, reflexive, relative

	pronouns and identify incorrect pronoun reference;	subject, object, possessive, demonstrative, indefinite, relative pronouns and identify incorrect pronoun reference	pronouns and identify incorrect pronoun reference;
English 1: **Literary Terms/ Lang. of the Disc.**	**English 2:** **Literary Terms/ Lang. of the Disc.**	**English 3:** **Literary Terms/ Lang. of the Disc.**	**English 4:** **Literary Terms/ Lang. of the Disc.**
Genre *Author's Purpose* *Subject/Topic* *Theme/Message* *Form/Structure* *Style/Tone/Mood* *Figurative language/Symbolism* **Review Fiction LoD:** Setting Main vs. Minor Characters Characterization Conflict as the problem facing the	*Core terms (in italics to the left), plus:* Comedy Tragedy Acts/Scenes Narrator Director Dialogue Stage Stage Directions Role Cast	*English 2 terms, plus:* Monologue Script Storyboard Stage whisper Stage left Stage right Off-stage Fourth Wall Chorus (review narrator) Lighting, Sounds	*English 3 terms, plus:* Stage Manager Tragic Hero Soliloquy Aside Catharsis Aphorism Avant-Garde Realism Modernism Existentialism Theater of the Absurd

main character Plot Narrator Point of View (1st, 3rd) Moral Novel Preface Prologue Chapter Epilogue Descriptive Writing Sensory Details **Introduction to Drama:** Acts/Scenes Narrator Director Dialogue Stage Stage Directions Role Cast Actor/Actress Playwright Set (vs. setting) Props	Actor/Actress Playwright Set (vs. setting) Props	<u>Rhetorical devices:</u> Anaphora Epistrophe Allusion Antithesis Analogy Rhetorical Question Caesura Vocal Variety (Four Ps: Pitch, power, pace, and pause)	Tragicomedy <u>Be aware of the following terms (memorization not necessary):</u> Diacope Enumeratio Euphemism Homily Hypophora Metonymy Oxymoron Polysyndeton Understatement
Reading strategies: Synthesize (Compare and Contrast), Make Connections	**Reading strategies:** Synthesize (Compare and Contrast), Make Connection	**Reading strategies:** Synthesize (Compare and Contrast), Make Connection	**Reading strategies:** Synthesize (Compare and Contrast), Make Connection

Vocabulary: Academic vocabulary Level 1	**Vocabulary:** Academic vocabulary Level 2	**Vocabulary:** Academic vocabulary Level 3	**Vocabulary:** Academic vocabulary Level 4
Two of the following Newsela articles:	**Two of the following Newsela articles:**	**Two of the following Newsela articles:**	**Two of the following Newsela articles:**
Core Novel: *The Pearl*	**Core Novel:** *The Glass Menagerie* *The Effects of Gamma Rays on Man-in-the-Moon Marigolds*	**Core Novel:** *Macbeth* *Othello*	**Core Novel:** *Our Town*

Transitions:

Cause / Condition / Purpose/Result
These transitional phrases present specific conditions, intentions or results

Level 1 **Level 2** **Level 3** **Level 4**

Conjunctive adverbs: for this reason for that reason this is why therefore Conjunctions: If ... then because since so that	Conjunctive adverbs: with this in mind with the goal of in order to in view of in the hope that for the purpose of consequently accordingly Conjunctions: in case as / so long as	Conjunctive adverbs: on the condition that thus with the intention of (followed by a gerund) for fear that Conjunction: unless when whenever Preposition:	Conjunctive adverbs: provided that given that only / even if inasmuch as to the end that in the event that granted that seeing / being that Prepositions: due to so as to

		as a result (of)	owing to

English 4: Lincoln's 2nd Inaugural + _____+ Steve Jobs

Quarter 4 Curriculum by Level:

Genre focus: English 1: Poetry and Full-length Memoir (*Diary of Anne Frank*), English 2-4: Poetry and Speech
Writing focus: English 1: Response to Literature Essay; English 2-4: Respond to Literature Essay
Reading Strategy: Synthesize (Evaluation), Visualize
Grammar/Mechanics Focus:
Vocabulary: Academic vocabulary at each level

Enduring Understanding(s):
A true poet is able to limit him/herself.
Poems are open to interpretation and there is no one "right" answer.
Poetry has a surface structure and a deep structure.

Essential Question(s):
Can we enchant with words?
What is the difference between poetry and prose?
Can words create reality?
Why are poems important to study?
How can poetry communicate what is difficult to say?
How can we use words like paint?
How can words have an impact on the world (for good or bad)?
Why are poetic words so powerful?

English 1: English 2: English 3: English 4:

Common Core State Standards:	**Common Core State Standards (9-10): RL1, RL2, RL4, RL7, RL10, RI1?, RI2?, W4, W5, W9, W10, SL1, SL4, SL6, L1, L2, L3, L4, L5, L6**	**Common Core State Standards (11-12): RL1, RL2, RL4, RL7, RL10, RI1?, RI2?, W9, W10, SL1, SL4, SL5, SL6, L1, L2, L3, L4, L5, L6**	**Common Core State Standards (11-12): RL1, RL2, RL3, RL4, RL5, RL7, RL10, RI1, RI2?, W9, W10, SL1, SL4, SL5, SL6, L1, L2, L3, L4, L5, L6**
Grammar/Mechanics ***Big Four:*** *parts of speech* *Basic capitalization (beginning of sentences and proper nouns= names, places, organizations)* *Subject and predicate; NAVA* *Fixing run-ons with periods*	**Grammar/Mechanics** ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns)* *Subject and predicate* *Fixing run-ons with periods* Capitalization/Punctuation of Titles, Interjections, Commas: in a series, city and state, day and year, direct address, yes/no, Misplaced modifiers: with prepositional phrases, brief introduction to participial (absolute) phrases "Going to the store, he…" and mistakes with them; Transitions: review all transitions	**Grammar/Mechanics** ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns)* *Subject and predicate* *Fixing run-ons with periods* Capitalization/Punctuation of Titles, Interjections Commas: review in a series, city and state, day and year, direct address, yes/no, add commas for nonrestrictive (nonessential), add basic introductory elements ● Misplaced modifiers: with prepositional phrases, participial (absolute) phrases Transitions: review all transitions	**Grammar/Mechanics** ***Big Four:*** *NAVA parts of speech* *Basic capitalization (beginning of sentences and proper nouns)* *Subject and predicate* *Fixing run-ons with periods* Capitalization/Punctuation of Titles Interjections Commas: review in a series, city and state, day and year, direct address, yes/no, commas for nonrestrictive (nonessential), (including that vs. which), introductory elements, add details on infinitive phrases, absolute phrases, nonessential appositive

			phrases, and long prepositional phrases (over four words) Misplaced modifiers: with prepositional phrases, participial (absolute) phrases; Transitions: Review all transitions
English 1: **Literary Terms/ Lang. of the Disc.**	**English 2:** **Literary Terms/ Lang. of the Disc.**	**English 3:** **Literary Terms/ Lang. of the Disc.**	**English 4:** **Literary Terms/ Lang. of the Disc.**
Genre *Author's Purpose* *Subject/Topic/Motif* *Theme/Message* *Form/Structure* *Style/Tone/Mood* *Figurative language/Symbolism* Diary Memoir Chronological Order Historical Context	*English 1 terms to the left, plus:* Narrative Poem Diamante Free Verse Haiku Limerick Line Break Internal/External Rhyme Slant Rhyme Alliteration Assonance Consonance	*English 2 to the left, plus core terms from English 1, plus:* Rhythm Meter Type of meter: Pentameter Foot Type of foot: Iamb Rhyme Scheme Quatrain Couplet Sonnet Slam poetry Lyric Poem(s)	E*nglish 2 and 3 to the left (excluding rhetorical devices),, plus core terms from English 1, plus:* Shakespearean Sonnet vs. Petrarch's Sonnet Types of feet: Trochee, Spondee, Dactyl Types of meter: Monometer, Dimeter, Trimeter, Tetrameter, Hexameter, Heptameter, Octameter Blank Verse

Introduction to Poetry: Figurative Language (Simile, Metaphor, Personification, Hyperbole, Imagery/Sensory details) Prose Poetry Speaker Stanza Line Rhyme		Types of lyric poems: (refer back to Haiku and Sonnet)	Ode Pastoral Epic poetry Scansion Dramatic Poem
Reading strategies: Synthesize (Evaluate), Visualize	**Reading strategies:** Synthesize (Evaluate), Visualize	**Reading strategies:** Synthesize (Evaluate), Visualize	**Reading strategies:** Synthesize (Evaluate), Visualize
Vocabulary: Academic vocabulary Level 1	**Vocabulary:** Academic vocabulary Level 2	**Vocabulary:** Academic vocabulary Level 3	**Vocabulary:** Academic vocabulary Level 4
Core Novel:	**Core Novel:**	**Core Novel:**	**Core Novel:**

	Q1	Q2	Q3	Q4
Nouns	Common Proper	Abstract Concrete	Gender Agent	Possessive Collective
Verbs	Simple past tense	Transitive Intransitive	Linking (State of Being) Action	Verb Forms
Adjectives	Proper Possessive	Participle Demonstrative	Comparative/Superlative Descriptive	Quantity/Quality Distributive
Adverbs	Time Place Manner		Degree	Frequency

Integrated Science 1 Scope & Sequence

2025-2026

**NGGS & Course Model/Biology aligned:* https://www.nextgenscience.org/sites/default/files/HS%20LS%20topics%20combined%206.13.13.pdf
[Climate Change Concepts in the Next Generation Science Standards]

Qtr 1	**From Molecules to Organisms: Structures and Processes** ***Students act as biochemists who develop a model for how cells rearrange food into new molecules that enable living things to survive and grow.***
NGSS Focus:	HS-LS1-1, HS-LS1-2, HS-LS1-3, HS-LS1-5, HS-LS1-6, HS-LS1-7
Topics:	Scientific Method, Cell Structure & Function, Photosynthesis, Cellular Respiration, Cell Growth & Division, Homeostasis
Key Labs:	❖ Microscope Lab: Comparing plant vs. animal cells ❖ Osmosis & Diffusion Lab (modeling homeostasis) ❖ Photosynthesis Lab (using leaf disks or aquatic plants) ❖ Cellular Respiration Lab (yeast fermentation/CO_2 collection) ❖ Onion root tip cell mitosis slide analysis

Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary
Week 1	Welcome & Scientific Method	Theory, Bias, Skepticism	Week 4	Feedback & Homeostasis	Homeostasis, tissue, organ, organ system, receptor	Week 7	Cell growth & Cell Division	Cell division, asexual reproduction, sexual reproduction
Week 2	Introduction to the cell structure	Cell, cell theory, cell membrane, nucleus, Eukaryote, prokaryote	Week 5	Photosynthesis	Pigment, chlorophyll, thylakoid, stroma, NADP, Light-dependent reaction, light-independent reactions	Week 8	Labs between weeks	
Week 3	Plant Cell & Animal Cell Parts	Cytoplasm, Organelle, vacuole,	Week 6	Cellular Respiration &	Calorie, Cellular respiration, aerobic, anaerobic,-	Week 9	Review/final	

		lysosome, cytoskeleton, centriole, ribosomes, endoplasmic reticulum, Golgi apparatus, Chloroplast, mitochondria, cell wall, Lipid bilayer, selectively permeable		Fermentation	Fermentation		

Qtr 2	**Genetics, Heritage, Evolution: Inheritance and Variation of Traits** **Students act as informed citizens who evaluate different designs based on how well they protect the environment and meet economic and social needs**
NGSS Focus:	HS-LS3-1, HS-LS3-2, HS-LS3-3, HS-LS4-1 through HS-LS4-6
Topics:	DNA structure & replication, Protein synthesis, Mendelian & non-Mendelian genetics, Genetic engineering, Evolutionary theory, Population genetics
Key Labs:	❖ DNA Extraction Lab (strawberries or cheek cells) ❖ Modeling Protein Synthesis (using beads or cards) ❖ Punnett Squares/Probability Lab with simulated traits ❖ Gel Electrophoresis Simulation (online or lab kit) ❖ Natural Selection Simulation (e.g., peppered moth, bean/beak activity) ❖ Hardy-Weinberg Population Genetics Lab

Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary
Week 1	Introduction to Genetics	Genetics, fertilization, trait, hybrid, gene, allele, principle of dominance, segregation, gamete,	**Week 4**	Darwin's Theory of Evolution	Evolution, fossil/artificial selection,adaptation, fitness, natural selection, biogeography,	**Week 7**	Classification	domain, bacteria, archaea, Eukarya

		probability, homozygous, heterozygous, phenotype, genotype, punnett square, independent assortment,incomplete dominance, codominance, multiple alleles, polygenic trait,			homologous structure, analogous structure, vestigial structure			
Week 2	DNA	Transformation, bacteriophage, base pairing, replication, DNA polymerase, telomere	**Week 5**	Evolution of Population	Gene pool, allele frequency, single-gene trait, polygenic trait. directional selection, stabilizing selection, disruptive selection, genetic drift, bottleneck effect, founder effect, genetic equilibrium, Hardy-Weinberg principle, sexual selection.	**Week 8**	History of Life	Extinct, paleontologist, relative dating, index fossils, radiometric dating,macroevolutionary patterns, background extinction, mass extinction, gradualism, adaptive radiation, convergent evolution, coevolution, endosymbiotic theory
Week 3	Human Heredity/Genetic Engineering	Genome, Karyotype, sex chromosome, autosome, sex-linked gene, pedigree, nondijunction, restriction enzyme, gel electrophoresis, bioinformatics, genomics	**Week 6**	Classification	binomial nomenclature, genus, systematics, taxon, family, order, class, phylum, kingdom.516: phylogeny, clade, monophyletic group, cladogram, derived character	**Week 9**	Review/Final	

Qtr 3	**Human Body Systems** ***Students act as biochemists who develop a model for how cells rearrange food into new molecules that enable living things to survive and grow.***
NGSS Focus:	HS-LS1-2, HS-LS1-3, HS-LS1-4
Topics:	Skeletal, Muscular, Digestive, Circulatory, Respiratory, Immune, Nervous, Endocrine, Reproductive Systems
Key Labs:	❖ Bone & Muscle Structure Lab (modeling joints and muscle pairs) ❖ Food Digestion Lab (enzyme activity with starch/amylase) ❖ Heart Dissection Lab (sheep heart or digital simulation) ❖ Lung Capacity Lab (spirometers or balloons) ❖ Immune System Simulation (disease transmission activity) ❖ Reflex & Reaction Time Lab (testing nervous system responses)

\Week	Focus Area	Vocabulary	Week	Focus Area	Vocabulary	Week	Focus Area	Vocabulary
Week 1	Human Body: Skeletal System	Axial skeleton, Appendicular skeleton Bone marrow, cartilage, ossification, osteoblast, osteocyte, osteoclast, joint, ligament	**Week 4**	Circulatory System	Veins, Arteries, Septum, Oxygen-rich blood, Oxygen poor blood, Capillaries	**Week 7**	Immune System	Antigens, antibodies, a cell-mediated response, Humoral response,
Week 2	Muscle System	Muscular fiber, myofibril,myosin, actin, sarcomere, tendon	**Week 5**	Respiratory system	Lungs, Pharynx, Larynx Esophagus	**Week 8**	Nervous System	The peripheral nervous system, central nervous system, cell body, Dendrites, axon, myelin sheath.
Week 3	Digestive System	Mechanical digestion, chemical digestion, amylase, esophagus, stomach, pepsin, chyme	**Week 6**	Endocrine System	Hormones, glands	**Week 9**	Review/Final	

Qtr 4	**Ecosystems: Interactions, Energy, and Dynamics** **Students act as ecologists who develop a model of how energy and matter cycle between living and non-living parts of the Earth system..**
NGSS Focus:	HS-LS2-1 through HS-LS2-8, HS-ESS3-1, HS-ESS3-4, Environmental Principles & concepts
Topics:	Ecology, Energy Flow, Cycles of Matter, Climate Change & Biomes, Population Dynamics, Biodiversity, Human Impact on the Biosphere
Key Labs:	❖ Food Web Modeling with local ecosystem data ❖ Energy Pyramid Simulation (measuring biomass in classroom models) ❖ Climate Change & Greenhouse Gas Lab (CO_2 and temperature data analysis) ❖ Population Growth Simulation (using beans or M&M “organisms”) ❖ Water Quality Testing (nitrates, pH, turbidity – local watershed tie-in) ❖ Biodiversity Field Investigation (schoolyard or nearby park survey)

Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary
Week 1	Intro to Ecology	biosphere, species, population, community, ecology, ecosystem, biome, biotic factors, abiotic factor, 69: autotroph, primary producer, photosynthesis, chemosynthesis, heterotroph, consumer, carnivore, herbivore, scavenger, omnivore, decomposer, detritivore,	**Week 4**	Ecosystems & Communities	canopy, understory, deciduous, coniferous, humus, taiga, permafrost, photic zone photic zone, benthos, plankton, wetland, estuary	**Week 7**	Biodiversity: Finish Humans in the Biosphere	biodiversity, ecosystem diversity, species diversity, genetic diversity, habitat fragmentation, ecological hotspot, ecological footprint, ozone layer, aquaculture, global warming
Week 2	Energy flow in the ecosystem	Food chain, phytoplankton, food web, zooplankton, trophic level, ecological pyramid, biomass, biogeochemical cycle,	**Week 5**	How Populations Grow	population density, age structure, immigration, emigration, exponential growth, logistic growth, carrying capacity, limiting factor	**Week 8**	Labs between weeks	

		nutrient, nitrogen fixation, denitrification, limiting nutrient			density-dependent limiting factor, density independent limiting factor, demography, demographic transition		
Week 3	Climate change, niches and community interaction, succession.	weather, climate, microclimate, greenhouse effect, tolerance, habitat, niche, resources, competitive exclusion principle, predation, herbivory, keystone species, symbiosis, mutualism, parasitism, commensalism, ecological succession, primary succession, pioneer species, secondary succession,	**Week 6**	Populations/ intro to Humans in the Biosphere	Monoculture, renewable resource, nonrenewable resource, sustainable development, desertification, deforestation, pollutant, biological magnification, smog, acid rain	**Week 9**	Review/final

Integrated Science 2 Scope & Sequence

2025-2026

**NGGS & Course Model/Physical Science aligned:*
https://www.nextgenscience.org/sites/default/files/HS%20PS%20topics%20combined%206.12.13.pdf
Climate Change Concepts in the Next Generation Science Standards

Qtr 1	***Forces, Motion & interactions: students act as mechanical engineers who design a device to minimize damage during a collision***
NGSS Focus:	HS-PS2-1, HS-PS2-2, HS-PS2-3, HS-PS2-4, HS-PS3-1
Topics:	Newton's Laws, gravitational forces, energy transfer, collisions
Key Labs & Activities:	❖ Egg Drop Challenge (Newton's 3rd Law, impact forces) ❖ Force & Motion Lab (measuring acceleration, F=ma) ❖ Gravity Lab (pendulum or free-fall experiments) ❖ Mousetrap Car Design (energy transfer & kinetic energy) ❖ Electric & Magnetic Forces Investigation (magnets, circuits) ❖ Final Project: **Rube Goldberg Machine** (design, qualitative & quantitative analysis)

Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary
Week 1	Scientific Method	Theory, Bias, Skepticism	**Week 4**	Gravitational Forces	Gravity, Gravitational force, Mass, Weight, Inertia, Acceleration due to gravity (g), Free fall, Orbit, Gravitational constant	**Week 7**	Potential energy	Thermal Energy Transfer/ Energy Transfer and Temperature

					(G), Universal Law of Gravitation			
Week 2	Changes in Force and motion:	Motion, reference point, speed, average speed, instantaneous speed, velocity, slope, plate, theory of plate tectonics, acceleration,	**Week 5**	Electric and Magnetic Forces	Conductor, Insulator, Current (I), Voltage (V), Resistance ®, Magnetism, Magnetic field, Electromagnet, Electromagnetic force, Induction, Electromagnetic spectrum	**Week 8**	*Final Project: Final Project- Analysis Report of a Rube Goldberg device* https://www.teachengineering.org/activities/view/cub_simp_machines_lesson05_activity1 *Step 1- Knowing what a Rube Goldberg Machine is.* *First part of the project- create a simple, but functional Rube Goldberg Machine with three steps.* *Second part of project- Qualitative Description of Rube Goldberg Device Step* *Third Part of the project- Setup of Quantitative Description of Your Rube Goldberg Device Step*	
Week 3	Newton's Third Law of motion Collision	Force, newton, net force, unbalanced forces, balanced forces, momentum, law of conservation of momentum	**Week 6**	Kinetic energy	Energy, kinetic energy, potential energy, gravitational potential energy, elastic potential energy	**Week 9**	Review/final	

Qtr 2	*Matter & Its Interactions: Students act as chemical Engineers who construct and revise an explanation for the outcome of a simple chemical reaction based on the outermost electron states of atoms, trends in the periodic table, and knowledge of the patterns of chemical properties*

NGSS Focus:	HS-PS1-1, HS-PS1-2, HS-PS1-3, HS-PS1-4, HS-PS1-7, HS-PS3-4, HS-PS4-1
Topics:	Atomic structure, bonding, conservation of mass, energy in reactions, waves
Key Labs & Activities:	❖ Atomic Structure Modeling (Bohr models, Lewis structures) ❖ Conservation of Mass Lab (before/after chemical reaction) ❖ Physical vs. Chemical Change Lab ❖ Thermal Energy & Chemical Reaction Lab (endothermic vs. exothermic) ❖ Final Project: Chemical Reactions Demonstration & Analysis or Synthetic Materials Research Project (societal impacts)

Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary
Week 1	Matter and properties	Matter, physical properties, chemical properties, atomic matter, pure substances, mixtures, exothermic, endothermic	**Week 4**	Atomic Mass and Periodic Table	Atomic mass, periodic table, families, groups, elements, atomic number	**Week 7**	Chemical Equations/reactions Naming Binary Compounds	Chemical reaction, reactants, products, combustion, synthesis reaction, photochemical reaction, decomposition reaction, cation, anion,
Week 2	Scientific Notation and Significant figures	Exponential notation, coefficient, significant figures	**Week 5**	Classifying elements	metals, non-metals, metalloids	**Week 8**	*Final Project- Chemical Reactions* *https://www.youtube.com/watch?v=sJuJH_GT36k&t=38s* *https://docs.google.com/document/d/19hqLUofBLGxAAKwuJo9bAwENdy4XpG4IjUlNek_NMhk/edit*	
Week 3	Dalton's Atom	Atom, Atomic theory, subatomic particles, modern atom view, isotopes	**Week 6**	Orbits and Bounds	Bohr Model, atomic spectra, atomic orbits, electron cloud, electron configuration	**Week 9**	Review/final	

Earth and Space Science Standards aligned:
https://www.nextgenscience.org/sites/default/files/HS%20ESS%20DCI%20combined%206.13.13.pdf

Qtr 3	*Earth's Systems: Students act as geologists who analyze geoscience data to make the claim that one change to Earth's surface can create feedback that causes changes to other Earth systems.*
NGSS Focus:	HS-ESS2-1, HS-ESS2-2, HS-ESS2-3, HS-ESS2-5, HS-ESS2-6, HS-ESS3-1, HS-ESS3-4, HS-ESS3-5, Environmental Principles & concepts
Topics:	Plate tectonics, earthquakes, volcanoes, rock cycle, climate & human impact
Key Labs & Activities:	❖ Plate Tectonics Modeling (continental drift, convection currents) ❖ Earthquake Simulation (seismic wave models, earthquake-safe structures) ❖ Rock & Mineral Lab (Mohs hardness, streak, luster tests) ❖ Rock Cycle Lab (model transitions over geologic time) ❖ Volcano Modeling (viscosity, silica content, eruption styles) ❖ Climate Change Data Analysis (CO_2 and temperature trends) ❖ Final Project: Classifying Rocks Report & Presentation

Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary
Week 1	Plate Tectonics	Seismic waves, Pressure Crust Basalt Granite Mantle Lithosphere Asthenosphere Outer core Inner core	Week 4	Properties of Matter and Minerals	Mineral, inorganic, crystal, streak, luster, Mohs hardness scale, cleavage, fracture, geode, crystallization, solution, vein, gemstone, ore, smelting, alloy,	Week 7	Properties of Visible light/Modeling Waves	

Week 2	Energy Transfer and Earth Structure	earthquake, epicenter, focus, P waves, S waves, surface waves, Richter scale, seismograph, liquefaction, aftershock, tsunami.	**Week 5**	Cycles of Matter and Energy	Rock-forming mineral, granite, basalt, grains, texture, igneous rock, sedimentary rock, metamorphic rock, extrusive rock, intrusive rock, sediment, erosion, deposition, compaction, cementation, clastic rock, organic rock, chemical rock, foliated, rock cycle	**Week 8**	Final Project: Classifying Rocks Students will examine rock samples and fill in the Rock Data Sheet (Lab.) Then, they will write about a specimen that has gone through the following transitions along the timeline given: 5 million years ago: a sandy beach 3 million years ago: a piece of sandstone 1.5 million years ago: a piece of quartzite today: a piece of granite
Week 3	Forces Inside Earth	Volcano, magma, lava, ring of fire, island arc, hot spot, element, compound, physical and chemical properties, viscosity, silica, pahoehoe, aa, magma chamber, pipe, vent, lava flow, crater, pyroclastic flow, dormant, extinct, shield volcano, cinder cone, composite volcano, caldera, volcanic neck, dike, sill, batholith, geothermal activity, geyser	**Week 6**	Causes and Effects of Climate Change	Cause, effect, flow of energy, mitigation, adaptation, anthropogenic climate change	**Week 9**	Review/final

Qtr 4	*Space Systems: Students act as astrologers who communicate scientific ideas about the way stars, over their life cycle, produce elements.*
NGSS Focus:	HS-ESS1-1, HS-ESS1-2, HS-ESS1-3, HS-ESS1-4, HS-ESS1-6, HS-PS4-3
Topics:	Solar system formation, stars, galaxies, universe, nuclear fusion
Key Labs & Activities:	❖ Phases of the Moon Lab (model Earth-Moon-Sun system) ❖ Electromagnetic Spectrum Exploration (visible light & wavelength) ❖ Stellar Life Cycle Modeling (nebula to black hole) ❖ Big Bang Expansion Lab (balloon model of galaxy expansion) ❖ Solar System Scale Model (AU and planetary distances) ❖ Asteroids & Impacts Research Activity (mass extinctions & craters) ❖ Final Project: Planet of the Month Brochure (astronomy research & communication) or Big Bang Balloon Lab & Analysis

Week	Focus Area	Key Vocabulary	Week	Focus Area	Key Vocabulary	Week	Focus Area	*Key Vocabulary*
Week 1	Earth, Moon and Sun	Astronomy, axis, rotation, revolution, orbit, latitude, solstice, equinox, phase, eclipse, solar eclipse, penumbra, gravity, crater, maria	**Week 4**	Comets, Asteroids, and Meteors	comet, asteroid, meteoroid, meteor, meteorite	**Week 7**	Understanding some Phenomena	Phenomena
Week 2	The Solar System	Geocentric, heliocentric, ellipse, inertia, nuclear fusion, core, photosphere, chromosphere, corona, solar wind,	**Week 5**	Tools of modern Astronomy, Characteristics of Stars, and Lives of Stars	Constellation. Visible light, electromagnetic radiation, wavelength, spectrum, galaxy, universe, light year, parallax, giant star, apparent magnitude, absolute magnitude, pulsar, nebula,	**Week 8**	*Final Project 1: Students will create a brochure about "The Planet of the Month" https://docs.google.com/presentation/d/10LGmlb_vF_ap-j9ArW6Tt-r7Ru8SpOIjmCDs4R9D0MM/edit#slide=id.g8789a5c5b8_0_109* *Final Project 2: The Big Bang Balloon Purpose:*	

					protostar, supernova, black hole		*According to the big bang theory, almost all galaxies are moving outward from other galaxies.* *The purpose of this lab is to demonstrate the principles of this expansion using a simple model.*
Week 3	The Inner Planets and The Outer Planets	terrestrial planet, retrograde motion, greenhouse effect, gas giant	**Week 6**	Star System and Galaxies and History of Universe	Binary star, eclipsing binary, spiral galaxy, elliptical galaxy, irregular galaxy, big bang	**Week 9**	Review/final

Escuela Popular High School Program

Math Lab Course Description

Course Objectives

The Math Lab course is designed to accelerate students' progress through the mathematics program by strengthening their foundational skills. The course prepares students for success in the core mathematics sequence—**CCSS Math 1, CCSS Math 2, and CCSS Math 3** (the latter is not required for graduation).

Course Content and Skills

Math Lab serves as a prerequisite for students who do not demonstrate proficiency on the placement test administered at Escuela Popular upon enrollment. The course consists of **33 lessons** focused on essential mathematical skills needed to succeed in core math classes.

Classes are offered during morning periods 1, 2, and 4, and afternoon periods 1, 2, and 4. All sections are taught by a **Single Subject Credentialed Mathematics Teacher**.

The Math Lab curriculum is divided into three progressive sections:

1. **Arithmetic and Fractions**
2. **Powers, Radicals, and Order of Operations**
3. **Solving and Graphing Linear Equations**

Instruction is supported through **Khan Academy** resources, teacher-created instructional videos, and guided practice worksheets. Students may enter the course at any level based on their placement results.

To demonstrate proficiency, students must pass **three exams with a minimum score of 75%** in each section. Students who successfully complete the three sections, corresponding tests, and one quarter of active participation earn **2.5 elective credits**.

Student Expectations

Students are expected to complete all three sections of the Math Lab course before enrolling in **Integrated Math 1**. Regular attendance, active participation, and consistent effort are essential for success.

Assignments, Grading, and Passing Criteria

Each student will work on an assigned packet for each section over a structured **33-day term**.

- Advanced students may complete the course within this timeframe, while those requiring additional support may take extra time as needed.

- Each packet section covers specific topics, and students must complete **at least 70%** of the assigned work before taking the corresponding exam.

Grading Breakdown:

- Tests: **90%**

- Participation and Packet Completion: **10%**

To earn credit, students must achieve **a minimum score of 75% on each exam** and complete **at least 70% of each section packet**.

Course Title and Code: Integrated Mathematics II

Course Overview (1-2 paragraph description)

(Describe the class:

- include connection/reference to 21st century skills (college and career readiness)
- Real-life relevance
- Big Ideas
- Posit overarching Essential Question(s)

"How and why is mathematics essential for our lives?

Math II incorporates mathematical concepts from the different mathematical strands: It starts by incorporating algebra in which students connect the use of quadratic functions to apply them to solve problems related to gravity and area. Furthermore, students create an analysis of the use of parabolas in the structures used in our world by doing a project in which students find parabolic objects in real life, they match it to a coordinate plane and analyze the different parts of the parabola. Later in the second quarter, students also incorporate trigonometric functions to be able to solve word problems that relate to real life when camping or when skiing high in the mountains, figuring out how far they are from certain objects. They will accomplish this by using an angle and a side to figure out the second distance in a triangle. They also find measurements by using the sun and shadows created by objects and their persona. In the third quarter, students will create a map where they apply different theorems of parallel lines and the transversal. In it they will apply concepts learned to know location of different types of angles by adding hospital, a school, a shopping center, and more, into the map, with specific indications using angle pairs as guidance. In the fourth quarter, students learn geometric concepts as well as statistics and probability and the apply what they learn in a project where they find a three dimensional object and figure out its volume as well as its surface area. Not only that, but they construct their net figures. Furthermore, they will go on to describe how they would use this information in relation to the specific object they bring.

Learning Outcomes by Quarter

(Apply basic operations with complex numbers, derive equations and polynomials using complex numbers, apply operations with polynomials, solve quadratic equations, and system of a linear and quadratic equations**.**)

Q1

In quarter 1 of Math II, students will focus on learning about the Real Number System. They will rewrite expressions involving radicals and rational exponents, apply properties of rational and irrational numbers, apply basic operations with complex numbers, and solve quadratic equations. They also will learn how to interpret parts of quadratic and exponential equations, how to manipulate an expression to change its form (factor), how to perform the basic operations on polynomials, and how to solve with completing the square.Then, they will learn how to graph quadratic equations and linear and quadratic systems. At the end of this quarter, students complete a project that demonstrates the use of parabolas in our lives by taking a selfie of them standing next to a structure where a parabola is used and then match it to a graph on a coordinate plane and describe the different parts of the parabola.

Q2

In Quarter 2 of Math II, students will begin with a unit on transformations. In this unit, students will start by defining graph characteristics. These characteristics will include things like extrema (minima and maxima), graph signs (positive and negative), graph changes (increasing and decreasing sections), intercepts, periodicity, asymptotes, and end behavior. Students will extend these characteristics with transformations. Students will transform the graph with rigid transformations: translations and reflections, as well as non-rigid transformations: dilations and stretches. Students will continue to perform rigid transformations on geometric shapes in sketches. These include translations, rotations, and reflections. At the end of this unit, they will finish by performing dilations on said geometric shapes. Students will continue into a second unit involving functions. They will learn how to use function notation to define arithmetic and geometric sequences in explicit and recursive forms. Students will continue to use function notation to define rational and exponential functions. They will finish off by using function notation to perform translations, reflections, and stretches and study how these look using f(x). Students will finish the quarter with a third unit involving trigonometric ratios. These include sine, cosine, and tangent. They will use them to solve real world problems involving distances and angles.

Q3

In Quarter 3 of Math II, students learn different characteristics of pairs of angles formed by intersecting lines and Parallel lines. Students will apply these characteristics to find measurements of angles by using properties of complementary angles, supplementary angles, alternate interior angles, same side interior angles, and corresponding angles. They will also learn and apply the triangle angle sum theorem, as well as the remote interior . Students also learn about triangle relationships, and will find measurements of sides and angles by using properties of medians, angle bisectors, perpendicular bisectors, inscribed circles, circumscribed circles, triangle inequality theorem, finding possible side measurements. Furthermore, students learn components of circles. They will be working with circle similarity, inscribed angles, angles formed by intersecting chords, secants, and tangents. They will go on to finding area of sectors and segments of a circle.

Q4

In Quarter 4, students will begin with a unit on conic sections. Students will derive and use the equations of circles, parabolas to graph them. Students will continue to use variable coordinates to do simple coordinate proofs for triangles and quadrilaterals. Students will continue with formulas. More specifically, they will use formula to find areas of two dimensional shapes, and the surface areas and volumes of three dimensional shapes. Students will finish off the quarter with a unit on probability. The unit will start with Boolean Logic and will expand into calculating conditional and independent probabilities. Students will explore the formulas for both types of probabilities and how they reflect in real life scenarios.

As a capstone project, students will be given the role of a product designer where they are tasked with finding the most efficient design for a box of varying objects. Each group will be assigned a random object to box en masse such as small round marbles, flat wide boards, or odd shaped skeleton models. Students will be tasked with finding the best dimension, material, design, and decorations, if any.

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 1 **Quantities : Reason Quantitatively and Use Units to Solve Problems**	Students will be able to determine an appropriate unit and accuracy.	N-Q.1 N-Q.2 N-Q.3	Why do you think it's appropriate to pick an appropriate unit or accuracy? What happens if you don't pick an appropriate unit or accuracy?
Seeing Structures in Expressions: Interpret the structure of Expressions	Students will be able to interpret and explain the usage of different parts of an expression.	A-SSE.1 [Linear Only] A-SSE.1a A-SSE.1b	*How can the interpretation of an expression help us to understand the use of algebra?*
UNIT 2 **Creating Equations : Create Equations that Describe Numbers or Relationships**	Students will be able to represent a scenario using variables and graphs.	A-CED.1 [Linear Only - Equation] A-CED.2 [Linear Only] A-CED.3 A-CED.4 [Linear Only] A-CED.1 [Linear Only - Inequalities] A-CED.1 [Absolute Value (CA)]	What's the difference between applying an expression and applying an equation?
Reasoning with Equations and Inequalities : Understand Solving Equations as a Process of Reasoning and Explain the Reasoning	Students will solve simple linear equations by using inverse operations.	A-REI.1	How can you make sense of using inverse operations to solve equations?

Reasoning with Equations and Inequalities : Solve Equations and Inequalities in One Variable	Students will solve equations synthetically.	A-REI.3 [Equation] A-REI.3.1 [Absolute Value Equation] A-REI.3 [Inequality] A-REI.3.1 [Absolute Value Inequality]	
UNIT 3 **Reasoning with Equations and Inequalities : Represent and Solve Equations and Inequalities Graphically**	Students will graph simple equations.	A-REI.10 A-REI.12 [Inequality]	

Go back to these standards.
A-SSE.1 [Exponential]
A-CED.1 [Exponential]
A-CED.2 [Exponential]
A-CED.4 [Exponential]
A-REI.3 [Exponential]
A-REI.12 [Systems]
If italicized, review.

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 1 **Reasoning with Equations and Inequalities : Represent and Solve Equations and Inequalities Graphically**	Students will solve systems by graphing. Students will interpret intersections.	A-REI.11 A-REI.12 [Systems of Equations]	How can a solution be interpreted in real life?
Reasoning with Equations and Inequalities : Solve Systems of Equations	Students will solve systems of linear equations.	A-REI.5 A-REI.6	How can a solution be interpreted in real life?
UNIT 2 **Reasoning with Equations and Inequalities : Represent and Solve Equations and Inequalities Graphically**	Students will solve systems of inequalities.	A-REI.12 [Systems of Inequalities]	Why is the set of solutions represented by an area instead of points?
UNIT 3 **Interpreting Functions : Understand the Concept of a Function and Use Function Notation**	Students will be able to use and interpret function notation.	F-IF.1 F-IF.2 F-IF.3	What are some advantages of function notation?

Interpreting Functions : Interpret Functions that Arise in Applications in Terms of the Context	Students will be able to interpret function notation in applications.	F-IF.4 F-IF.5 F-IF.6	What is the real life interpretation of horizontal and vertical transformations?
Interpreting Functions : Analyze Functions Using Different Representations	Students will be able to represent information of functions in different formats: graphs, function, table, scenarios, etc..	F-IF.7 F-IF.7a F-IF.7a [quadratic with technology] F-IF.7e F-IF.7e [trigonometric with technology] F-IF.9	What advantages does each form of representation bring? What are the differences in advantages between visual and synthetic representation?

Go back to these standards.
A-SSE.1b [Exponential]
A-CED.1 [Exponential]
A-CED.2 [Exponential]
A-CED.4 [Exponential]
A-REI.3 [Exponential]
F-IF.7e [Exponential]

If italicized, review.

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 1 **Building Functions : Build a Function that Models a Relationship Between Two Quantities**	Students will compound and embed functions.	F-BF.1 F-BF.1a F-BF.1b F-BF.2	When will the result of one event affect the result of another?
Building Functions : Build New Functions From Existing Functions	Students will perform arithmetic on functions.	F-BF.3	When would the results of multiple events compound in real life?
UNIT 2 **Seeing Structure in Expresions : Interpret the Structure of Expressions**	Students will identify portions of exponential functions.	A-SSE.1b [Exponential]	Why is the order of operations important when setting up exponential functions.
Creating Equations : Create Equations that Describe Numbers or Relationships	Students will set up exponential functions.	A-CED.1 [Exponential] A-CED.2 [Exponential] A-CED.4 [Exponential/Logarithmic (implied)]	When are exponential functions used in real life?
Reasoning with Equations and Inequalities : Solve Equations	Students will solve exponential equations.	A-REI.3 [Exponential/Logarithmic (implied)]	What are exponential functions used for? What can they find?

and Inequalities in One Variable			
Interpreting Functions : Analyze Functions Using Different Representations	Students will	F-IF.7e [Exponential/Logarithmic]	
Linear, Quadratic, and Exponential Models : Construct and Compare Linear, Quadratic, and Exponential Models and Solve Problems		F-LE.1 F-LE.1a F-LE.1b F-LE.1c F-LE.2 F-LE.3	
Linear, Quadratic, and Exponential Models : Interpret Expressions for Functions in Terms of the Situation They Model		F-LE.5	
UNIT 3 **Congruence : Experiment with**		G-CO.1 G-CO.2 G-CO.3 G-CO.4 G-CO.5	

Transformations in the Plane			
Congruence : Understand Congruence in Terms of Rigid Motions		G-CO.6 G-CO.7 G-CO.8	

Go back to these standards.
A-SSE.1b [Exponential]
A-CED.1 [Exponential]
A-CED.2 [Exponential]
A-CED.4 [Exponential]
A-REI.3 [Exponential]
F-IF.7e [Exponential]

If italicized, review.

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 1 **Congruence : Make Geometric Constructions**	Students will connect congruency with rigid transformations. Students will rotate, reflect, and translate geometric figures.	G-CO.12 G-CO.13	What is the difference between congruent and similar? Why is it possible to get any congruent figure using only translations, rotations, and reflections.
UNIT 2 **Expressing Geometric Properties with Equations : Use Coordinates to Prove Simple Geometric Theorems Algebraically**	Students will perform coordinate proofs. Students will manipulate variable equations.	G-GPE.4 G-GPE.5 G-GPE.7	Why are coordinate proofs a quicker way to prove something?
UNIT 3 **Interpreting Categorical and Quantitative Data : Summarize, Represent, and Interpret Data on a Single Count or Measurement Variable**	Students will represent data visually? Students will find mathematical centers for information.	S-ID.1 S-ID.2 S-ID.3	What is the benefit of graphing something in lieu of showing numbers? What can data centers be used for?

Interpreting Categorical and Quantitative Data : Summarize, Represent, and Interpret Data on Two Categorical and Quantitative Variables		S-ID.5 S-ID.6 S-ID.6a S-ID.6b S-ID.6c	
Interpreting Categorical and Quantitative Data : Interpret Linear Models		S-ID.7 S-ID.8 S-ID.9	

Go back to these standards.
A-SSE.1b [Exponential]
A-CED.1 [Exponential]
A-CED.2 [Exponential]
A-CED.4 [Exponential]
A-REI.3 [Exponential]
F-IF.7e [Exponential]

If italicized, review.

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 1 **Apply basic operations with complex numbers, and derive equations and polynomials using complex numbers**	Students will be able to explain some real number properties with rational and irrational numbers, and will be able to apply the complex numbers using the basic operations, as well factoring polynomials and solving quadratic equations.	N-RN.1 N-RN.2 N-RN.3 N-CN.1 N_CN.2 N-CN.7 N-CN.8 N-CN.9	How come sometimes something that is the same can have different structure? Where else in the world do you see the closure property?
UNIT 2 **Apply operations with polynomials and solving quadratic equations**	Students will solve quadratic equations by factoring, completing the square, and using the quadratic formula.	A-SSE.1a,1b A-SSE.2 A-SSE.3a, 3b A-APR.1 A-REI.4a, 4b	Where in our world do we see parabolas?
UNIT 3 **Solve quadratic equations; solve systems of a linear and quadratic equation**	Students will be able to solve word problems related to quadratic and linear equations (algebraically, and graphically), and solve linear and quadratic systems (algebraically and graphically).	A-CED.1 A-CED.2 A-CED.4 A-REI.7 A-SSE.3c	What are the similarities and differences of linear functions and quadratic functions?

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 4 Interpreting graphs, transformations of graphs, periodicity, end behaviors, relative extrema, symmetry, vertical stretches and compressions, horizontal stretches and compressions, inverse functions	Students will be able to determine and apply transformations in graphs, and they will be able to identify parts of a graph such as periodicity, end behaviors, symmetry, stretches and compressions, maximum, minimum.	F-IF.4 F-BF.3,4,4a	Where can you find transformations in your surroundings? Why are isometries important? Why is symmetry important?
UNIT 5 Building new functions from existing ones: recursive <->explicit, translations with quadratic and exponential functions,	Students will be able to build new functions from existing ones:	F-BF.1a, F-BF.1b F-BF.3 F-BF.4a F-LE.3 F-LE.6	Why do we need to know formulas written in different ways? How does it make our lives easier?

inverse functions, **Constructing and comparing linear, quadratic and exponential models and solving problems.**			
UNIT 6 **Proving and Applying Sine, Cosine, Tangent**	Students will be able to solve word problems related to angles in reference to trigonometric functions: sine, cosine, tangent.	F-TF.8	Why do we need to know angles of elevation? Why do we need to know angles of declination? Where do they appear in real life? Why are trigonometric ratios the same regardless of the size of the sides?

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 7 **Proving geometric theorems:** **Vertical angles, parallel lines with transversals, Points of a perpendicular line equidistant from the segments endpoints, triangle sum-theorem, base angles of isosceles triangles, the mid-segment of a triangle, the medians of a triangle, parallelogram theorem.**	Students will be able to prove different geometric theorems related to angles, triangles, parallel lines, and parallelograms	G-CO.9 G-CO.10 G-CO.11	Where can you find useful the understanding of theorems related to this figures? How do theorems help us, knowing that parts of the figures are congruent.
UNIT 8 **Similarity, Right Triangles, and trigonometry: defining congruent corresponding angles, and proportional corresponding sides,** **Relationship between sine and cosine of complementary angles,** **Prove theorems involving similarity,**	Students will be able to understand similarity and will use the information to define whether a triangles are similar, Prove theorems about triangles such as a line parallel to one side of a triangle divides the other two proportionally, the Pythagorean Theorem proved using triangle similarity, to prove relationships in geometric figures using congruency an similarity criteria for triangles. Students will be able to explain and use the relationship between the	G-SRT.1a G-SRT.1b G-SRT.2 G-SRT.3 G-SRT.4 G-SRT.5 G-SRT.6 G-SRT.7 G-SRT.8 G-SRT.8.1	How does knowing that angles are congruent and sides are proportional help in the real world? Who would use these proofs and theorems?

Define trigonometric ratios and solve problems involving right triangles.	sine and cosine of complementary angles. Derive and use the trigonometric ratios for special right triangles (30, 60, 90 and the 45, 45, 90)		
UNIT 9 **Circle theorems:** **Arc lengths, and areas of sectors of circles.** **Inscribed and circumscribed circles of a triangle** **Areas of sectors**	Students will be able to: prove that all circles are similar. Identify and describe relationships among inscribed angles, radii, and chords. (central inscribed and circumscribed angles; inscribed angles on a diameter are right angles; the radius of a circle is the perpendicular to the tangent where the radius intersects the circle) Construct the inscribed and circumscribed circles of a triangle, and prove properties of angles for a quadrilateral inscribed in a circle. Construct a tangent line form a point outside a given circle to the circle.	G-C.1 G-C.2 G-C.3 G-C.4 G-C.5	Where do you see circles? How are all circles similar? How are they different?

TOPIC	OUTCOMES/ OBJECTIVES	CCSS	ESSENTIAL QUESTION
UNIT 10 **Expressing Geometric Properties with Equations: Translate between the geometric description and the equation for a conic section.**	Students will be able to derive and use equations for circles and parabolas.	G-GPE.1 G-GPE.2	How are circles and conic sections related?
Use coordinates to prove simple geometric theorems algebraically.	Students will be able to perform coordinate proofs. Students will be able to partition segments in a Cartesian coordinate plane.	G-GPE.4 G-GPE.6	How can we use coordinates to describe the physical world?
UNIT 11 **Geometric Measurement and Dimension: Explain volume formulas and use them to solve problems.**	Students will calculate area and volumes for several geometric shapes. Students will use the length-surface-volume ratio. Students will use the hinge theorem.	G-GMD.1 G-GMD.3 G-GMD.5 G-GMD.6	Why is something that is twice as long not twice as big?
UNIT 12 **Conditional Probability and the Rules of Probability: Understand Independence and Conditional probability**	Students will understand Boolean logic. Students will understand conditional and independent probability.	S-CP.1 S-CP.2 S-CP.3 S-CP.4 S-CP.5	What is the difference between conditional and independent probability.

and use them to interpret data.	Students will construct probability tables. Students will apply conditional and independent probability in real life.		
Use the rules of probability to compute probabilities of compound events in a uniform probability model.	Students will calculate conditional and independent probability. Students will calculate permutations and combinations.	S-CP.6 S-CP.7 S-CP.8 S-CP.9	What does the percentage in a probability mean?
Using Probability to Make Decisions: Use probability to evaluate outcomes of decisions.	Students will use probability to make decisions.	S-MD.6 S-MD.7	Why is it beneficial to compare rewards and risks?

G-GPE.1 2-3 days
G-GPE.2 3 days

G-GPE.4 3 days
G-GPE.6 1 day
Practice/Test 2 days
12 days

G-GMD.1 5-6 days
G-GMD.3 *together with G-GMD.1*
G-GMD.5 3 days
G-GMD.6 1 day
Prac/Test 2 days
12 days

Stats&Prob
pending (anticipating shortage of time)

Integrated Math III

Grades: 10,11,12

Length: Full Year

Environment: Classroom-based

Honors: None

Subject: Mathematics (C)

Discipline: Mathematics III

Institution: Escuela Popular Accelerated Family Learning Center

Course Overview

This course is the last of a three-course sequence consisting of CCSS Integrated Math I (IM 1), CCSS Integrated Math II (IM 2), and CCSS Integrated Math III (IM 3). CCSS Integrated Math III is divided into four different quarters. In this course, students integrate and apply all the knowledge acquired from IM 1 and IM 2. This course includes conceptual categories of Number and Quantity, Algebra, Functions, Geometry, statistics, and Probability. The beginning quarter starts with multiplying and factoring of polynomials of higher-level polynomials by using synthetic division, the pascal triangle. Then they go on to graph higher-level polynomial functions.

Unit 1 - The Complex Number System

In this unit of Integrated Math III, students will begin by reviewing complex numbers. Students will solve quadratic equations by factoring and by using the quadratic formula. Students will extend the factoring of the difference of squares by using imaginary coefficients. Students will finish the unit by being introduced to the Fundamental Theorem of Algebra, in order to determine how many roots and factors to seek.

Assignments

Students will be able to:

- Review the quadratic formula and solve quadratic equations, including those with complex solutions.
- Use the quadratic formula to solve quadratic equations.
- Be introduced to the Fundamental Theorem of Algebra.
-

Use the Fundamental Theorem of Algebra to understand equations with a degree greater than 2.

Unit 2 - Parts of Expressions (Including degree 3+)

In this unit, students will work mainly on the applications of expressions to real-life world scenarios. These applications will be used to interpret the different parts of the expressions such as terms, factors, coefficients, and powers. Furthermore, students will be able to identify different ways of rewriting expressions and how rewriting can be interpreted in a real-life scenario.

Assignments

Students will be able to:

- Identify parts of an expression (terms, factors, coefficients) and relate them to a scenario or use them to cre
- Create equivalent expressions by using the GCF and relate them to scenarios
- Solve word problems and identify factors.
- Factor polynomial expressions with a leading coefficient that is not 1.
- Evaluate finite geometric series.

Unit 3 - Simplifying Polynomials

In this unit, students will begin by performing basic operations on polynomials such as adding, subtracting, multiplying, and dividing. This way, they will relate them to integers. Students will move on to factoring expressions, including those with degrees higher than 2. They will use this factoring to solve and graph higher power equations by using synthetic division and by finding zeros. Students will finish by reviewing the polynomial identities.

Assignments

Students will be able to:

- Review polynomials and relate them to integers.
- Add and subtract polynomials.
- Identify monomials, binomials, trinomials, and the degree of the polynomial.

- Identify equivalent expressions with different structures.
- Multiply polynomials and identify their parts.
- Divide a polynomial by a monomial by using the Laws of Exponents.
- Divide a polynomial by a binomial using long division.
- Relate Pascal's Triangle to binomial expansion.
- Expand binomials with leading coefficients not equal to one and negative coefficients.
- Explain polynomial identities.
- Find the simplest form of an expression by factoring.
- Add, subtract, multiply and divide rational expressions.

At the end of this quarter, students will present a task related to Pascal's Triangle. In class, they learned how to apply Pascal's Triangle to binomial expansions, but now they will choose one application where Pascal's Triangle can be used to solve or to analyze real-world situations. They will create a model or bring a visual representation to demonstrate the use of it and how it helps solve the problem, to their classmates.

Unit 4 - Equations, Inequalities, Absolute Value

In this unit, students create simple, rational, and absolute value equations from scenarios. They analyze the different parts of equations such as terms, factors, and coefficients. They will go on to represent the equations and inequalities graphically to then analyze the different parts in the graph such as intercepts, slope, and constraints. The students will also convert between standard and slope-intercept forms of an equation and will rearrange equations to isolate one of the variables.

Assignments

Students will be able to:

- Create and solve equations from scenarios
-

Create and solve quadratic equations.

- Create and solve multi-step equations and simple rational equations.
- Create equations from exponential scenarios.
- Set up and solve absolute value equations.
- Set up simple inequalities in two variables.
- Describe possible answers to said inequalities.
- Graph and explain a relationship between two variables, one independent and one dependent
- Create equations in standard form and create linear inequalities in two variables from scenarios.
- Explain intercepts and state constraints
- Rearrange formulas.

Unit 5 - Simple & Complex Roots

In this unit, students will analyze and explain the process taken to solve simple roots as well as complex roots. They will solve radical equations with variables inside and outside of the radical and under multiple radicals. Students will go on to represent equations and inequalities in a graph. The graphs will include radical, polynomial, and absolute values. For the more complicated ones, students will be using technology to create graphs.

Assignments

Students will be able to:

- Solve simple radical equations.
- Solve radical equations with variables under multiple radicals.
- Solve radical equations with variables inside and outside of the radical.

- Solve absolute value equations.
- Solve absolute value inequalities.
- Graph absolute value functions.
- Graph radical functions, cubic functions (verify with technology).
- Find the solution for any algebraic equation using technology.

Unit 6 - Graphs

In this unit, students will begin by acquiring the vocabulary necessary to describe graphs. They will not be asked to the graph at first but rather be given graphs and asked to determine their properties, describe them with their newly acquired vocabulary, and describe what these represent in real life. By doing this the students will be able to discuss the graphs with proper mathematical vocabulary. Students will continue on to calculate the rate of change. They will complete the unit by graphing square root, cube root, and piecewise functions.

Assignments

Students will be able to:

- Identify and explain: extrema, change, and sign
- Identify periodicity, symmetry, end behavior, and extrema.
- Identify domain and range.
- Calculate the average rate of change.
- Graph square root functions and cube root functions.
- Describe the end behavior of root functions.
- Graph piecewise functions.

At the end of this quarter, students will create a five-page mini portfolio in which they present one of the following: Inequality equations in two variables, Rational Functions, Quadratic functions, absolute value functions, or exponential functions. For this presentation, they will create a word problem and other forms to represent the problem. In their mini-portfolio they will include the following information:

- Page 1. Presentation page
- Page 2. Objective (common core)
- Page 3. Word Problem and Set-Up
- Page 4. Table
- Page 5. Graph

Students will present to three other students, and the students listening to the presentations will give feedback to the presenter on his/her project, using a rubric given to them.

Unit 7 - Rational Expressions & Higher Degree Polynomials

In unit 7 students will work mainly with rational expressions and higher degree polynomials. They will graph exponential functions, and demonstrate an understanding of what different components mean, such as intercepts and end behavior represent. When graphing simple functions, they will do it by hand by finding the zeros. Furthermore, they will describe the parts of the graph as positive or negative. For more complicated graphs, students will use technology, and use it to find extrema, and where the graph is increasing or decreasing. They will end the unit by comparing different forms of representation such as tables, graphs, or verbal descriptions to reason about the different parts of the graph and the way they behave.

Assignments

Students will be able to:

- Graph f(x)=x^n, where n is a whole number.
- Review synthetic division and graphing higher exponent polynomials.
- Graph polynomials of higher degrees with multiplicity.

- Graph rational functions with asymptotes.
- Graph rational functions with removable discontinuities.
- Graph removable discontinuities that affect the graph.
- Practice graphing rational equations.
- Factor and multiply portions of rational equations to modify how they look.
- Create tables to the graph.

Unit 8 - Arithmetic Operations

In this unit, students will combine functions by using the four basic arithmetic operations. They will start by practicing them mechanically, as well as relating them to real-life scenarios. They will continue to build a new function given a mother graph and they will verbally describe the transformations taking place. Furthermore, they will identify whether a function is even or odd by using technology to graph them as well as demonstrating it algebraically. In the end, they will also find the inverse of the functions.

Assignments

Students will be able to:

- Combine functions arithmetically for rational expressions.
- Embed functions with rational expressions.
- Apply embedded functions to real-world problems for example person A produces bread, person B produces
- Graph vertical transformations: translations and dilations. (Using technology)
- Describe horizontal transformations with rational coefficients: translations and dilations (Using technology)
- Describe vertical and horizontal flips
-

Identify whether a function is even or odd, given the function and finding its inverse, and given the graph. (in

Unit 9 - Graphing Exponential & Logarithmic Functions

In unit 9 students will start by graphing exponential and logarithmic functions to demonstrate that they are inverses of each other. They will understand and prove the laws of logarithms. Then students will translate between logarithms by changing their base. Students will be using technology to evaluate logarithms. Also, students will be able to solve exponential equations with the use of logarithms to solve real-world situations. And they will conclude the unit by solving real-world problems by deriving and using Euler's number.

Assignments

Students will be able to:

- Review graphing exponential functions.
- Review evaluating logarithmic expressions with rational bases.
- Graph logarithmic functions.
- Review Logarithmic Laws (Product/Quotient/Power Laws)
- Use the change of base of logarithms and use the change of base to evaluate logarithms using technology.
- Solve exponential equations with the use of logarithms.
- Apply logarithms to real-life scenarios.
- Derive and use Euler's number.

In order to expand the knowledge acquired, students will be asked to present a project. They will have different options that can be applied to real life. One of those concepts is related to vertical transformations: translations and dilations using technology. For this presentation, they will create a word problem in which they can apply the concept of vertical transformations, such as a graph of a person's finances and that by adding extra money it will move up, or a sudden emergency may lower the graph. The second option would be for them to do a presentation with embedded functions for example a production chain or planning for a party involving several layers of information such as capacity and cost, preferences, etc. As an example, the cost depends on the amount of food, the amount of food depends on the guests, the total number of guests depends on the number of invitations sent, and the invitations sent depend on capacity. In their google slides they will include at least the following information:

- Slide 1. Presentation page
- Slide 2. Objective (common core)
- Slide 3. Word Problem and Set-Up
- Slide 4. Table (only for transformations)/description of the parts of each function
- Page 5. Graph with a transformation

Students will present it in front of the whole class, and the rest of the students listening to the presentations will give feedback to the presenter on his/her project, using a rubric given to them.

Unit 10 - Unit Circle

In this unit, students will begin with an introduction to the unit circle. They will understand where the values in the unit circle come from, and use them to evaluate trigonometric ratios sine, cosine, and tangent. They will use the unit circle to plot points and create a graph of sine, cosine, and tangent. Students will transform trigonometric functions and relate these transformations to other types of functions to make the connection that transformations are consistent regardless of the underlying function. They will also compare models to analyze the appropriateness of fit and make judgments about the domain and the range. Students will apply several concepts in geometry to real-life situations and to two and 3-dimensional objects.

Assignments

Students will be able to:

- Understand the radian measure of an angle as the length of the arc on the unit circle subtended by the angl
- Label the unit circle and derive the measurement in radians, and relate it to cosine and sine,
- Use the unit circle to find tangent, cotangent, secant, and cosecant.
- Graph the basic trigonometric functions using the unit circle.
- Graph trigonometric functions to model periodic phenomena

- Identify amplitude, frequency, and midline
- Prove trigonometric identities are true and derive the three main identities.
- Identify the 3-D shapes formed by the rotation of two- dimensional figures, and shapes formed by cutting 3-D
- Derive the formula A=1/2absin(C) for the area of a triangle.
- Understand and apply the Law of Sines and Cosines to find unknown measurements in a triangle.

Unit 11 - Standard Form

In this unit, students will manipulate equations given in the form of ax^2+by^2+cx+dy+e=0 by completing the square so that they can graph them. They will also identify the equation by the type of conic section by analyzing the structure of the equation. By analyzing the parts of the function they will be able to identify the transformations that are taking place.

Assignments

Students will be able to:

- Derive the standard form equation of a circle
- Graph circles from the standard form.
- Complete the square to manipulate the equation into standard form
- Graph parabolas and understand the difference between y=x^2 and x=y^2
- Students will be able to identify the conic section type and will manipulate the equation to graph it

Unit 12 - Mean & Standard Deviation

In this unit, students will find the mean and standard deviation to be able to analyze where specific data falls. They will do this using calculators, spreadsheets, and tables to identify data that falls under the normal curve. Also, students will investigate using different types of statistical instruments: sample surveys, experiments, and observational studies. They will use data collected to analyze and evaluate data to offer

solutions to real-world problems.

Assignments

Students will be able to:

- Review the mean average
- Calculate the variance and standard deviation as measures of variation or dispersion
- Determine within how many standard deviations data falls
- Discern among sample surveys, experiments, and observational studies and identify how information is mad
- Sample population and use proportions to estimate data
- Use probability to make decisions by analyzing data from real-world problems

At the end of the quarter, students will play the role of a sociologist, who will create one of the three types of surveys: sample, experimental, or observational; and they will then collect data. They will analyze the data, make inferences, and justify conclusions. They will present their findings to the class by including a visual representation (i.e. A pie with percentages), and a written explanation in paragraph form.

Textbooks

Title	Authors	Publisher	Edition	Website	Is Primary
California Integrated Mathematics 3	Kanold, et. al.	Houghton Mifflin Harcourt	2015	--	Yes

Websites

Title	Authors	Organization	Website
Khan Academy	--	Khan Academy 501 ?(3) Non-profit company	https://khanacademy.org
Khan Academy	--	Khan Academy 501 ?(3) Non-profit company	https://khanacademy.org
Khan Academy	--	Khan Academy 501 ?(3) Non-profit company	https://khanacademy.org

Other Materials

Title	Authors	Date	Material Type	Website
Teacher-created Materials	--	2019	Guides, reference sheets, worksheets	--

Module #A whole numbers (W) Operations

Topic	Main Outcomes	CCSS	Essential Questions
1. What are Whole (W) numbers?			What are different ways to represent a number?
2. Reading and Writing numbers to 1,000	1. Students should be able to read and write whole numbers in words and standard form.	2.NBT.3 Read and write numbers to 1000 using base-ten numerals, number names, and expanded form.	In how many different ways can a number be written?
3. Rounding	4. Students should be able to: Understand and name the place value of digits in whole numbers in order to round to specific places.	**3.NBT.1** Use place value understanding to round whole numbers to the nearest 10 or 100. **4. NBT.** Use place value understanding to round multi-digit whole numbers to any place.	In which way can we round numbers to the nearest tens, hundreds, or thousands?
4. Adding	2. At the end of this module students will be able to recognize the four basic operations in Math	**1.OA.1** Use addition and subtraction within 20 to solve	What would happen if we would not be able to add?

	(multiplication, division, subtraction, and addition.)	word problems involving situations of adding to, taking from, putting together, and taking apart.	
5. Subtracting		**1.OA.1** Use addition and subtraction within 20 to solve word problems involving situations of adding to, taking from, putting together, and taking apart.	What would happen if we would not be able to subtract?
6. Multiplying—the tables:		**3.OA.3** Use multiplication and division within 100 to solve word problems. **3.OA.5** Apply properties of operations as strategies to multiply and divide. Examples: If 6 × 4 = 24 is known, then 4 × 6 = 24 is also known. (Commutative property of	When should we multiply? Can multiplication make things smaller? What strategies can we use to efficiently solve multiplication problems?

		multiplication.) 3 × 5 × 2 can be found by 3 × 5 = 15, then 15 × 2 = 30, or by 5 × 2 = 10, then 3 × 10 = 30. (Associative property of multiplication.) Knowing that 8 × 5 = 40 and 8 × 2 = 16, one can find 8 × 7 as 8 × (5 + 2) = (8 × 5) + (8 × 2) = 40 + 16 = 56 **3.OA.7** Fluently multiply and divide within 100, using strategies such as the relationship between multiplication and division (e.g., knowing that 8x5=40, one knows 40/5=8) or properties of operations.	

7. Factors and Multiples	3. Students should be able to determine if given numbers are divisible by 2, 3, 4, 5, 6, 9 and 10.	**4.0A** Gain familiarity with factors and multiples **4.OA.4** Find all factors pairs whole numbers in the range 1-100. Recognize that a whole number is a multiple of each of its factors. Determine whether a given whole number in the range 1-100 is a multiple of a given one-digit number.	How do I use multiples and factors to find products of whole numbers? How can we find the divisibility of a whole number?
8. Dividing		**3.OA.3** Use multiplication and division within 100 to solve word problems. **3.OA.7** Fluently multiply and divide within 100, using strategies such as the relationship between multiplication and division (e.g., knowing that 8x5=40, one knows 40/5=8) or properties of operations.	What strategies can we use to efficiently solve division problems?

MODULE C CURRICULUM MAP (FRACTIONS)			
Module C/ Topics	**Outcomes :**	**Essential Standards**	**Essential questions**
Fractions (Rational numbers, Q) 1. What is a fraction? /Proper and Improper fractions 2. Ways of representing a fraction (graphs, on a number line, as a ratio) 3. Comparing fractions/ equivalent fractions 4. Prime factorization 5. Greatest Common Factor 6. Fractions in simplest form 7. Adding and subtracting with Like Denominators 8. Multiplying 9. Dividing/ reciprocals	***Fractions*** Students will be able to 1. Identify the parts of a fraction and work with them in general. 2.- Compare fractions and use the basic four operations. 3.- Rename fractions in their simplest form and represent them on a graph. ***Prime factorization*** 4.- Students will be able to use their previous knowledge of prime and composite numbers to understand and work with prime factorization as a step to find the greatest common factor of a pair of numbers. 5.- Students will be able to find: the sum, the difference, the product and the quotient of two fractions, then, express the fractions in the simplest form.	**Grade 3 P. 26** **Develop understanding of fractions as numbers.** 1. Understand a fraction as a number on the number line; represent fractions on a number line diagram. Represent a fraction 1/*b* on a number line diagram by defining the interval from 0 to 1 as the whole and partitioning it into *b* equal parts. Recognize that each part has size 1/*b* and that the endpoint of the part based at 0 locates the number 1/*b* on the number line. a. Represent a fraction *a/b* on a number line diagram by marking off *a* lengths 1/*b* from 0. Recognize that the resulting interval has size *a/b* and that its endpoint locates the number *a/b* on the number line. 2. Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size. a. Understand two fractions as equivalent (equal) if they are the same size, or the same point on a number line. b. Recognize and generate simple equivalent fractions, e.g., 1/2 = 2/4, 4/6 = 2/3). Explain why the fractions are equivalent, e.g., by using a visual fraction model. c. Express whole numbers as fractions, and recognize fractions that are equivalent to whole numbers. *Examples: Express 3 in the form 3 = 3/1; recognize that 6/1 = 6; locate 4/4 and 1 at the same point of a number line diagram.* d. Compare two fractions with the same numerator or the same denominator by reasoning about their size. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with the symbols >, =, or <, and justify the conclusions, e.g., by using a visual fraction model. **Grade 4 P. 31** Number and operations fractions 4.NF **Extend understanding of fraction equivalence and ordering.** 3. Explain why a fraction *a/b* is equivalent to a fraction *(n × a)/(n × b)* by using visual fraction models, with attention to how the number and size of the parts differ even though the two fractions themselves are the same size. Use this principle to recognize and generate equivalent fractions. 4. Compare two fractions with different numerators and different denominators, e.g., by creating common denominators or numerators, or by comparing to a benchmark fraction such as 1/2. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with symbols >, =, or <, and justify the	1) What is a fraction? What do the parts of a fraction tell about its numerator and denominator? How do you know how many fractional parts make a whole? 2) How do I graph a fraction on a numeric line? How can you distinguish a ratio in a fraction? 3) Why is it important to compare fractions (thirds, sixths, eighths, tenths) as representations of equal parts of a whole or of a set? If you have 2 fractions, how do you know which is greater or has more value? How are numbers related to one another? 4) How does prime factorization help you understand the world? How can you find all the prime factors of a number? How can you find the greatest common factor of two numbers? How can I add and subtract fractions with like denominators? How can I multiply and divide fractions with like denominators?

		conclusions, e.g., by using a visual fraction model. **Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.** 3. Understand a fraction *a/b* with *a* > 1 as a sum of fractions 1*/b*. a. Understand addition and subtraction of fractions as joining and separating parts referring to the same whole. b. Decompose a fraction into a sum of fractions with the same denominator in more than one way, recording each decomposition by an equation. Justify decompositions, e.g., by using a visual fraction model. *Examples:3/8 = 1/8 + 1/8 + 1/8 ; 3/8 = 1/8 + 2/8 ; 2 1/8 = 1 + 1 + 1/8 = 8/8 + 8/8 + 1/8.* c. Add and subtract mixed numbers with like denominators, e.g., by replacing each mixed number with an equivalent fraction, and/or by using properties of operations and the relationship between addition and subtraction. d. Solve word problems involving addition and subtraction of fractions referring to the same whole and having like denominators, e.g., by using visual fraction models and equations to represent the problem. 4. Apply and extend previous understandings of multiplication to multiply a fraction by a whole number. a. Understand a fraction *a/b* as a multiple of 1*/b. For example, use a visual fraction model to represent 5/4 as the product 5 × (1/4), recording the conclusion by the equation 5/4 = 5 × (1/4).* b. Understand a multiple of *a/b* as a multiple of 1*/b,* and use this understanding to multiply a fraction by a whole number. *For example, use a visual fraction model to express 3 × (2/5) as 6 × (1/5), recognizing this product as 6/5. (In general, n × (a/b) = (n × a)/b.)* c. Solve word problems involving multiplication of a fraction by a whole number, e.g., by using visual fraction models and equations to represent the problem. *For example, if each person at a party will eat 3/8 of a pound of roast beef, and there will be 5 people at the party, how many pounds of roast beef will be needed? Between what two whole numbers does your answer lie?* **Grade 4 P.32 4.MD** *Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit. **2.** Represent and interpret data. **Represent and interpret data.** 4. Make a line plot to display a data set of measurements in fractions of a unit (1/2, 1/4, 1/8). Solve problems involving addition and subtraction of fractions by using information presented in line plots. *For example, from a line plot find and interpret the difference in length between the longest and*	

		shortest specimens in an insect collection. **Grade 5 P. 37** **Use equivalent fractions as a strategy to add and subtract fractions.** 5. Add and subtract fractions with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way as to produce an equivalent sum or difference of fractions with like denominators. *For example, 2/3 + 5/4 = 8/12 + 15/12 = 23/12. (In general, a/b + c/d = (ad + bc)/bd.)* 6. Solve word problems involving addition and subtraction of fractions referring to the same whole, including cases of unlike denominators, e.g., by using visual fraction models or equations to represent the problem. Use benchmark fractions and number sense of fractions to estimate mentally and assess the reasonableness of answers. *For example, recognize an incorrect result 2/5 + 1/2 = 3/7, by observing that 3/7 < 1/2.* Apply and extend previous understanding of multiplying and division to multiply and divide fractions. 3 **Grade 6 P.42 6NS** **Apply and extend previous understandings of multiplication and division to divide fractions by fractions.** 1. Interpret and compute quotients of fractions, and solve word problems involving division of fractions by fractions, e.g., by using visual fraction models and equations to represent the problem. *For example, create a story context for (2/3) ÷ (3/4) and use a visual fraction model to show the quotient; use the relationship between multiplication and division to explain that (2/3) ÷ (3/4) = 8/9 because 3/4 of 8/9 is 2/3. (In general, (a/b) ÷ (c/d) = ad/bc.) How much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 3/4-cup servings are in 2/3 of a cup of yogurt? How wide is a rectangular strip of land with length 3/4 mi and area 1/2 square mi?*	

Module D

Module/Topic	Main Outcomes	CCSS	Essential Questions
D – Fractions II 1. Least Common Multiple	Students will be able to add, subtract, multiply and divide mixed numbers and fractions with unlike denominators. Students will be able to apply fractions to realistic examples.	6.NS.4 Find the greatest common factor of two whole numbers less than or equal to 100 and the least common multiple of two whole numbers less than or equal to 12. Use the distributive property to express a sum of two whole numbers 1–100 with a common factor as a multiple of a sum of two whole numbers with no common factor. *For example, express 36 + 8 as 4 (9 + 2).*	What is the purpose of an LCM or GCF? What is an efficient strategy for adding and subtracting fractions? When are unlike-denominators easier to add? What models or equations can be used to efficiently solve problems using fractions and mixed numbers? How do people use fractions in their professions?
2. Adding Fractions with Unlike Denominators – Least Common Denominator		5.NF.1, 2 1. Add and subtract fractions with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way as to produce an equivalent sum or difference of fractions with like denominators. For example, 2/3 + 5/4 = 8/12 + 15/12 = 23/12. (In general, a/b + c/d = (ad + bc)/bd.) 2. Solve word problems involving addition and subtraction of fractions referring to the same whole, including cases of unlike denominators, e.g., by using visual fraction models or equations to represent the problem. Use benchmark fractions and number sense of	

		fractions to estimate mentally and assess the reasonableness of answers. For example, recognize an incorrect result 2/5 + 1/2 = 3/7, by observing that 3/7 < 1/2.	
3. Subtracting Fractions with Unlike Denominators – Least Common Denominator		5.NF.1, 2 1. Add and subtract fractions with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way as to produce an equivalent sum or difference of fractions with like denominators. For example, 2/3 + 5/4 = 8/12 + 15/12 = 23/12. (In general, a/b + c/d = (ad + bc)/bd.) 2. Solve word problems involving addition and subtraction of fractions referring to the same whole, including cases of unlike denominators, e.g., by using visual fraction models or equations to represent the problem. Use benchmark fractions and number sense of fractions to estimate mentally and assess the reasonableness of answers. For example, recognize an incorrect result 2/5 + 1/2 = 3/7, by observing that 3/7 < 1/2.	
4. Improper Fractions as mixed numbers and		5.NF.3,6 3. Interpret a fraction as division of the numerator by the denominator (a/b =	

vice versa		a ÷ b). Solve word problems involving division of whole numbers leading to answers in the form of fractions or mixed numbers, e.g., by using visual fraction models or equations to represent the problem. For example, interpret 3/4 as the result of dividing 3 by 4, noting that 3/4 multiplied by 4 equals 3, and that when 3 wholes are shared equally among 4 people each person has a share of size 3/4. If 9 people want to share a 50-pound sack of rice equally by weight, how many pounds of rice should each person get? Between what two whole numbers does your answer lie? 6. Solve real-world problems involving multiplication of fractions and mixed numbers, e.g., by using visual fraction models or equations to represent the problem.	
5. Adding, Subtracting, Multiplying, Dividing with Mixed Numbers		5.NF.3,6 3. Interpret a fraction as division of the numerator by the denominator (a/b = a ÷ b). Solve word problems involving division of whole numbers leading to answers in the form of fractions or mixed numbers, e.g., by using visual fraction models or equations to represent the problem. For example, interpret 3/4 as the result	

		of dividing 3 by 4, noting that 3/4 multiplied by 4 equals 3, and that when 3 wholes are shared equally among 4 people each person has a share of size 3/4. If 9 people want to share a 50-pound sack of rice equally by weight, how many pounds of rice should each person get? Between what two whole numbers does your answer lie? 6. Solve real-world problems involving multiplication of fractions and mixed numbers, e.g., by using visual fraction models or equations to represent the problem.	
6. Applications		5.NF.4,5,6,7 4. Apply and extend previous understandings of multiplication to multiply a fraction or whole number by a fraction. a. Interpret the product (a/b) × q as a parts of a partition of q into b equal parts; equivalently, as the result of a sequence of operations a × q ÷ b. For example, use a visual fraction model to show (2/3) × 4 = 8/3, and create a story context for this equation. Do the same with (2/3) × (4/5) = 8/15. (In general, (a/b) × (c/d) = ac/bd.) b. Find the area of a rectangle with fractional side lengths by tiling it	

		with unit squares of the appropriate unit fraction side lengths, and show that the area is the same as would be found by multiplying the side lengths. Multiply fractional side lengths to find areas of rectangles, and represent fraction products as rectangular areas. 5. Interpret multiplication as scaling (resizing), by: a. Comparing the size of a product to the size of one factor on the basis of the size of the other factor, without performing the indicated multiplication. b. Explaining why multiplying a given number by a fraction greater than 1 results in a product greater than the given number (recognizing multiplication by whole numbers greater than 1 as a familiar case); explaining why multiplying a given number by a fraction less than 1 results in a product smaller than the given number; and relating the principle of fraction equivalence a/b = (n × a)/(n × b) to the effect of multiplying a/b by 1. 6. Solve real-world problems involving multiplication of fractions and mixed numbers, e.g., by using visual fraction	

		models or equations to represent the problem. 7. Apply and extend previous understandings of division to divide unit fractions by whole numbers and whole numbers by unit fractions.1 a. Interpret division of a unit fraction by a non-zero whole number, and compute such quotients. For example, create a story context for (1/3) ÷ 4, and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that (1/3) ÷ 4 = 1/12 because (1/12) × 4 = 1/3. b. Interpret division of a whole number by a unit fraction, and compute such quotients. *For example, create a story context for 4 ÷ (1/5), and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that 4 ÷ (1/5) = 20 because 20 × (1/5) = 4.* c. Solve real-world problems involving division of unit fractions by non-zero whole numbers and division of whole numbers by unit fractions, e.g., by using visual fraction models and equations to represent the problem. *For example,*	

		how much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 1/3-cup servings are in 2 cups of raisins?	

Module/ Topic	Objective	CCSS	Essential Question
Module E: Decimal and percent **1. Place Value**	Identify a digit that occupies a specific place in a decimal number. *Identify the value of a digit in a specific place in a decimal number.	NBT.1 Use place value understanding to round whole numbers to the nearest 10 or 100.	How does a digit's position affect its value?

	objective	CCSS	Essential Question
Module E: Decimal and percent **2. Reading and Writing Decimals**	*Read decimal numbers written as numerals. *Write numerals for numbers that contain decimals and are expressed as words.	5.NBT.3 Read, write and compare decimals.	How does a digit's position affect its value?

	objective	CCSS	Essential Question
Module E: Decimal and percent **3. Comparing and Rounding**	*Determine which of two decimals is greater, using symbols for greater then and less than. *Determine which decimal in a set of decimal numbers is greatest. * Write a set of decimal numbers in order from least to greatest. * Round decimals to the nearest tenth, hundredth, or thousandth. *Solve word problems requiring the rounding of decimals	NBT.1 Use place value understanding to round whole numbers to the nearest 10 or 100. NBT.3 Use place value understanding to round multi-digit whole numbers to any place. 5.NBT.3 Read, write and compare decimals. 5.NBT.4 Use place value understanding to round decimals to any place.	How can we use rounding in real life?

	objective	CCSS	Essential Question
Module E: Decimal and percent **4. Adding and Subtracting**	* Add decimals presented in either horizontal or vertical form. * Solve word problems involving addition of decimals. *Subtract decimals, using the words *subtract, or take away from.* *Solve word problems involving subtraction of decimals.	3.NBT.2 Fluently add and subtract within 1000 using strategies and algorithms based on place value, properties of operations, and/or the relationship between addition and subtraction. 5.NBT.7 Add, subtract, multiply, and divide decimals to hundredths, and explain.	How can understanding place value help you add or subtract in an efficient manner?

	objective	CCSS	Essential Question
Module E: Decimal and percent **5. Multiplying and Dividing**	* Multiply decimals * Correctly place the decimal point in a product. *Annex zeros correctly when needed in a product. *Solve word problems involving multiplication of decimals. *Find the quotient when dividing decimal dividends by whole numbers or decimal numbers. *Place the decimal point correctly in a quotient. *Solve word problems involving division of decimals.	5.NBT.7 Add, subtract, multiply, and divide decimals to hundredths, and explain.	How can understanding place value help you multiply in an efficient manner? What is an efficient strategy for dividing numbers?

	objective	CCSS	Essential Question
Module E: Decimal and percent **6. Fractions as Decimals and Percent**	*Rename percent as decimals. *Rename percent as fractions in simples form. *Rename decimals and fractions as percent. *Round decimals to the nearest hundredth and write a decimal as a whole percent. *Solve word problems involving renaming fractions and decimals as percent.	6.RP.3.c Find a percent of a quantity as arate per 100 (e.g., 30% of a quantity means 30/100 times the quantity); solve problems involving finding the whole, given a part and the percent. 7.RP.3 Use proportional relationships to solve multistep ratio and percent problems.	Why is a unit rate important for solving problems? What strategies can you apply to solve real world problems using a ratio or unit rate?

	objective	CCSS	Essential Question
Module E: Decimal and percent **7. Applications: Discount, Sales tax, Simple and Compound interest, Commission, Tips, and Profit**	*Find the discount when given the list price and sales price. *Find the cost of an item after tax when given either list price, sale price, *Find the interest when given the principal, interest rate and time. * Find the commission when given the commission rate and amount of sale. *Find the amount of tip for restaurant servers.	6.RP.3.c Find a percent of a quantity as arate per 100 (e.g., 30% of a quantity means 30/100 times the quantity); solve problems involving finding the whole, given a part and the percent.	What is an efficient strategy for calculating discounts, simple interest and tax?

Curriculum map Module F
Instructor: Mrs. Rosales

Module F: Statistics days	**Topics**	**Main outcomes**	**CCSS**	**Essential Questions**
4.5	Ratios and Rates And Proportion relationships	Students will be able to solve real-world and mathematical problems involving ratio and rate and proportion relationships.	6.RP.1 Understand the concept of a ratio and use ratio language to describe a ratio relationship between two quantities. 6.RP.2 Understand the concept of a unit rate a/b associated with a ratio a:b with b ≠ 0, and use rate language in the context of a ratio relationship. 6.RP.3.b Solve unit rate problems including those involving unit pricing and constant speed. 6.RP.3.a Make tables of equivalent ratios relating quantities with whole-number measurements, find missing values in the tables, and plot the pairs of values on the coordinate plane. Use tables to compare ratios. 7.RP.2.a Decide whether two quantities are in a proportional relationship, e.g., by testing for equivalent ratios in a table or graphing on a coordinate plane and observing whether the graph is a straight line through the origin.	How is a ratio different than a fraction? How can proportional reasoning be used to efficiently solve real world problems involving rational numbers?

2	Applications	Same as above	S ame as above	What strategies can you apply to solve real world problems using a ratio or unit rate? How can ratio and rate reasoning be used to efficiently solve real world problems?
3	Probability as percent, decimals and Fractions	Students will be able to represent the chances of an event happening o not, as a fraction, as a decimal and as a percent.	7.SP.5 Understand that the probability of a chance event is a number between 0 and 1 that expresses the likelihood of the event occurring. Larger numbers indicate greater likelihood. A probability near 0 indicates an unlikely event, a probability around ½ indicates an event that is neither unlikely nor likely, and a probability near 1 indicates a likely event. 7.SP.6 Approximate the probability of a chance event by collecting data on the chance process that produces it and observing its long-run relative frequency, and predict the approximate relative frequency given the probability. 7.SP.7.a Develop a uniform probability model by assigning equal probability to all outcomes, and use the model to determine probabilities of events. 7.SP.7.b Develop a probability model (which may not be uniform) by observing frequencies in data generated from a chance process. 7.SP.8.b Represent sample spaces for compound events using methods such as organized lists,	What is the chances that you will win the lottery/ que le pegues al gordo? What is the probability that Obama passes a comprehensive immigration law before he leaves office? What is the probability of a Latino student being admitted into the UC system?

			tables and tree diagrams. For an event described in everyday language (e.g., “rolling double sixes”), identify the outcomes in the sample space which compose the event. 7.SP.8.a Understand that, just as with simple events, the probability of a compound event is the fraction of outcomes in the sample space for which the compound event occurs. 7.SP.8.c Design and use a simulation to generate frequencies for compound events.	
1.5	Measure of Central Tendency		6.SP.4 Part 2 [Display numerical data in plots on a box plot[s]. 6.SP.5.c: Giving quantitative measures of center (median and/or mean) and variability (interquartile range and/ or mean absolute deviation), as well as describing any overall pattern and any striking deviations from the overall pattern with reference to the context in which the data were gathered. 6.SP.5.c Summarize numerical data setsin relation to their context, such as by: Giving quantitative measures of center (median and/or mean) and variability (interquartile range and/or mean absolute deviation), as well as describing any overall pattern and any striking deviations from the overall pattern with reference to the context in which the data were gathered.	How can data be described? What are different ways data can be described?

2	Quartiles, box and whisker plots, stem and leaf plots		6.SP. 2 Understand that a set of data collected to answer a statistical questions has a distribution, which can be described by its center, spread, and overall shape. 6.SP.4 Part 1 Display numerical data in plots on a number line, including dot plots, histograms.	How does the type of data determine the best choice of visual representation?

Curriculum map Module F2

Module F2	Outcomes	CCSS	Essential questions
Integers (Positive and negative)	Students will know what integers are and will be able to distinguish between a positive integer and a negative integer.	6.NS.5 Understand that positive and negative numbers are used togetherto describe quantities having opposite directions or values (e.g., temperature above/below zero, elevation above/below sea level, credits/debits, positive/negative electric charge); use positive and negative numbers to represent quantities in real- world contexts, explaining the meaning of 0 in each situation.	**What is the relationship between a positive and a negative integer in relationship to zero?**
Operations with integers	Students will perform basic operations using negative and positive integers	7.NS.2 . Apply and extend previous understandings of multiplication and division and of fractions to multiply and divide rational numbers.	What strategies can be applied to add, subtract, factor and expand linear equations?
Addition	Students will perform basic operations using negative and positive integers		
subtraction	Students will perform basic operations using negative and positive integers		

Division	Students will perform basic operations using negative and positive integers		
Multiplication	Students will perform basic operations using negative and positive integers	Understand that multiplication is extended from fractions to rational numbersby requiring that operations continue to satisfy the properties of operations, particularly the distributive property, leading to products such as $(-1)(-1) = 1$ and the rules for multiplying signed numbers. Interpret products of rational numbers by describing real-world contexts.	
Order of operations	Students will follow an order to complete a set of operations using algebraic expressions.		Why is examining algebraic expressions in different forms important?
Absolute Value	Students will identify the absolute value of integers and compute some operations		
Property of addition and multiplication	Students will be able to use special properties to express equivalent equations.		What strategies can be used to create two equivalent expressions?

Module G: Statistics days	**Topics**	**Main outcomes**	**CCSS**	**Essential Questions**
1	Definition of powers & 5 properties of powers	Students will be able to understand and apply the 5 properties of powers Movie "Powers of Ten TM (1977)"	6.EE.2.c Evaluate expressions at specific values of their variables. Include expressions embedded in formulas or equations from real-world problems. Perform arithmetic operations, including those involving whole-number exponents, in the conventional order when there are no parentheses to specifya particular order (Order of Operations). 8.EE.1 know and apply the properties of integer exponents to generate equivalent numerical expressions. For example, $3^2*3^{-5} = 3^{-3} = 1/3^3 = 1/27$.	Is it the same if we write 6 to the 3^{rd} power than 3 to the 6^{th} power? Where in real life do we use powers?
2	The three definitions (exponent of one, negative and zero)	Same as above	Same as above	What does a negative exponent represent? Why does sending a negative exponent to the denominator make the exponent positive?
1	Review and quiz	Students will be able to show what they learned to meet above outcomes	Same as above	
2	Scientific notation	Students will be able to use the concept of scientific	5.NBT.2 Explain patterns in the number of zeros of the product when multiplying a numberby	How is writing the distance of the planets or the measurement or

		notation on relation to history's populations and science's distances between the planets and the sun.	powers of 10, and explain patterns in the placement of the decimal point when a decimal is multiplied or divided by a power of 10. Use whole- number exponents to denote powers of 10.	masses of small molecules in scientific notation beneficial?
2	Square roots and estimation of square roots	Students will be able to find and estimate square roots	8.EE.2 Use square root and cube root symbols to represent solutions to equations of the form $x^2 = p$ and $x^3 = p$, where p is a positive rational number. Evaluate square roots of small perfect squares and cube roots of small perfect cubes. Know that the square root of 2 is irrational.	What are we looking for when solving square roots? Is the square root of a number always smaller than the radicand?
1		Review/quiz		
1	Distributive properties with powers	Students will use the rules of powers in distributive property.	8.EE.7.b Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms.	Why do we multiply the number outside times the terms inside of a parenthesis?
2	Dividing monomial and polynomials by a monomial	Students will use the rules of powers in division of polynomials.		Why do we subtract the exponents in division of polynomials by monomials?
2		1 day review 1 day final		

Curriculum Map Module 1

Teacher: Elizabeth Barrera

Module 1/ Topic	Outcomes/Objectives	CCSS	Essential Questions
1. Polygons	• Students will be able to learn the different kinds of polygons	• 3.G.1 Understand that shapes in different categories (e.g., rhombuses, rectangles, and others) may share attributes (e.g., having four sides), and that the shared attributes can define a larger category (e.g., quadrilaterals). Recognize rhombuses, rectangles, and squares as examples of quadrilaterals, and draw examples of quadrilaterals that do not belong to any of these subcategories.	• **What are the different kinds of polygons?**
2. Classifications of quadrilaterals and the sum of their internal angles	• Students will be able to: 1. Identify and classify quadrilaterals, 2. Find the sum of the internal angles	• 2.G. 1Recognize and draw shapes having specified attributes, such as a given number of angles or a given number of equal faces.[5] Identify triangles, quadrilaterals,	Why do we need to classify quadrilaterals? How can we find the measure of a missing angle in quadrilaterals?

		pentagons, hexagons, and cubes.	
3. Classifications of triangles and the sum of their internal angles	• Students will be able to: 1. Classify the triangles because of their sides and angles, 2. Find the sum of the internal angles of triangles.	• 7. G .2Draw (freehand, with ruler and protractor, and with technology) geometric shapes with given conditions. Focus on construct-ing triangles from three measures of angles or sides, noticing when the conditions determine a unique triangle, more than one triangle, or no triangle. 4.M.D 7. Recognize angle measure as additive. When an angle is decomposed into non-overlapping parts, the angle measure of the whole is the sum of the angle measures of the parts. Solve addition and subtraction problems to find unknown angles on a diagram in real-world and mathematical problems, e.g., by using an equation with a symbol for	What are they ways we have to classify triangles? How many degrees do we have in the sum of the three angles of any triangle?

		the unknown angle measure.	
4. Perimeter and Area of: **Rectangle, parallelogram, triangle, trapezoid, and circle.**	• Students will be able to understand and apply the formulas of areas and perimeters of regular basic geometric figures.	• 6. G.3 Find the area of right triangles, other triangles, special quadrilaterals, and polygons by composing into rectangles or decomposing into triangles and other shapes; apply these techniques in the context of solving real-world and mathematical problems.	What is the difference between area and perimeter? Where can I apply areas and perimeters in my daily life? What is the difference between circumference and perimeter?
5. Areas and perimeters of irregular geometric figures	Students will be able to separate irregular figures into basic geometric figures in order to add them and find the areas and perimeters.	• 7. G.4Know the formulas for the area and circumference of a circle and use them to solve problems; give an informal derivation of the relationship between the circumference and area of a circle.	How can we find the areas or perimeters of irregular figures knowing the formulas of basic geometric figures?

Scope and Sequence: Module K

Number of Week	DAYS				
#1	**1** Introduction to Module K Pre-test	**2** Introduction to part of an algebraic expressions	**3** Simplifying Algebraic Expressions	**4** Simplifying Algebraic Expressions	**5** Solving one step linear equations
#2	**6** Review Midterm test	**7** Midterm Test	**8** Solving Two Steps Equations	**9** Solving Two Steps Equations	**10** Solving Multistep Equations.
#3	**11** Solving Multistep Equations.	**12** Solving Special Equations.	**13** Solving Special Equations.	**14** Review Final Test Module K	**15** Final Test Module K

Curriculum Map Module L

Module L/ Topic	Outcomes/Objectives	CCSS	Essential Questions
Solving and graphing inequalities	Students will be able to understand what inequalities represent and they will be able to graph them.	6.EE.8 Write an inequality of the form $x > c$ or $x < c$ to represent a constraint or condition in a real-world or mathematical problem. Recognize that inequalities of the form $x > c$ or $x < c$ have infinitely many solutions; represent solutions of such inequalities on number line diagrams. 6.NS.7.a Interpret statements of inequality as statements about the relative position of two numbers on a number line diagram.	How can we use inequalities to represent real world problems?
The coordinate plane	Recognize that slope is determined by the constant rate of change. Recognize that the y-intercept is the initial value where $x = 0$. Determine the rate of change from two (x,y) values, a verbal description, values in a table, or graph. Determine the initial value from two (x,y) values, a	5.OA.3 Generate two numerical patterns using two given rules. Identify apparent relationships between corresponding terms. Form ordered pairs consisting of corresponding terms from the two patterns, and graph the ordered pairs on a coordinate plane. 5.G.1 Use a pair of perpendicular number lines, called axes, to define a coordinate system,with the intersection of the lines (the origin) arranged to coincide with the 0 on each line and a given point in the plane located by using an ordered pair of numbers, called its coordinates. Understand that the first number indicates how far to travel from	How can you use the coordinate graph to solve problems?

	verbal description, values in a table, or graph.	the origin in the direction of one axis, and the second number indicates how far to travel in the direction of the second axis, with the convention that the names of the two axes and the coordinates correspond (e.g., x-axis and x-coordinate, y-axis and y-coordinate).	
Finding the value of Y	Students will be able to replace the value of x to find the value of y.	8.EE.7.b Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms.	In what instances are we using solving formulas?
Graphing by plotting points	Students will find the values of different coordinates and locate the points to form a line.	5.G.1 Use a pair of perpendicular number lines, called axes, to define a coordinate system,with the intersection of the lines (the origin) arranged to coincide with the 0 on each line and a given point in the plane located by using an ordered pair of numbers, called its coordinates. Understand that the first number indicates how far to travel from the origin in the direction of one axis, and the second number indicates how far to travel in the direction of the second axis, with the convention that the names of the two axes and the coordinates correspond (e.g., x-axis and x-coordinate, y-axis and y-coordinate).	How is the coordinate plane used by planes, in machinery, etc?

Curriculum Map Module L

Graphing by using the x and y intercepts	Students will find the intercepts and will locate them to form a line.	Construct a function to model a linear relationship between two quantities. Determine the rate of change and initial value of the function from a description of a relationship or from two (x,y) values, including reading these from a table or from a graph. Interpret the rate of change and initial value of a linear function in terms of a situation it models, and in terms of its graph or a table of values.	Why do we have to learn different ways of approaching the problem?
Graphing by using the slope intercept form	Recognize that slope is determined by the constant rate of change. Recognize that the y-intercept is the initial value where x = 0. Determine the rate of change from two (x,y) values, a verbal description, values in a table, or graph.	7.RP.2.a Decide whether two quantities are in a proportional relationship, e.g., by testing for equivalent ratios in a table or graphing on a coordinate plane and observing whether the graph is a straight line through the origin. 8.EE.6 Use similar triangles to explain why the slope m is the same between any two distinct points on a non-vertical line in the coordinate plane; derive the equation $y = mx$ for a line through the origin and the equation $y = mx + b$ for a line intercepting the vertical axis at b.	
Choosing the best method	Students will be able to identify the best method to graph a linear equation by looking at the structure of the equations.	8.SP.3 Use the equation of a linear model to solve problems in the context of bivariate measurement data, interpreting the slope and intercept.	
Finding the slope given two points	Understand that the two points represent specific	n/a	What does the slope represent?

	information in scenarios and apply the formula to find the slope.		
Finding the slope from a graph	Find the slope given a graph either by using the formula or by counting the units.	n/a	Where do you find the slope?
Graph a line given a point and the slope	Graph the first point and then use the slope to find the second point and draw the line through the two points.	n/a	What is the difference in graphing the slope intercept equation and a point and the slope?
Identify the equation for different graphs	Students will learn what type of graph is created with the different equations: linear, quadratic, cubic,	A.CED. 2 Create equations in two or more variables to represent relationships between quantities; graph equations on coordinate axes with labels and scales.	Why do we have different shapes in the graphs?
Review			
Final exam			

Social Sciences QTR1

Scope & Sequence: United States History

Unit	Enduring Understandings	Essential Questions	Assessments
The American Colonial Period	1. Students will understand that European exploration had an extremely negative effect on the Native Americans. 2. Students will understand that Native Americans lived in harmony with their environment. 3. Students will understand the significance of political borders. 4. Students will understand the intentions and sentiment of British colonialists. 5. Students will understand that even though the colonists had stronger weapons, the Native Americans often fought each other.	1. Why do human beings generally seek out power? 2. What drove the British to colonize North America? 3. How did the Native Americans help the British colonists survive? 4. What are some pros and cons of the Columbian exchange? 5. What are the enduring effects of Native American relocation? 6. What Western ideas and technology did the colonists bring with them?	Unit Exam: Multiple Choice & Writing Segment

The Thirteen Colonies	1. Students will understand that the Thirteen Colonies felt somewhat independent whilst answering to the British crown. 2. Students will understand that slavery had a profound effect on African Americans. 3. Students will understand that each colony, and later state, were totally different from one another from the beginning.	1. What are the key differences between the North and the South? 2. How did slavery contribute to the wealth of the South? 3. How did industry in the North help define urban centers? 4. What did the colonies share in common regarding self-government?	Unit Exam: Multiple Choice & Writing Segment
The American Revolution	1. Students will understand that revolution stems from unrest and unhappiness. 2. Students will understand that the American Revolution was influenced by Enlightenment thinking. 3. Students will understand that the revolutionaries took a great risk in trying to part with the British crown.	1. What fuels revolution? 2. Are revolutions inevitable? 3. What indicates the success of a revolution? 4. What factors led to the colonist rebellion? 5. What is sacrificed in the name of freedom? 6. What basic principles lie within the Declaration of Independence?	Project-Based Assessment: Case-Study Research Project
The Constitution	1. Students will understand that the Constitution is a living document. 2. Students will understand that the Constitution is the supreme law of the land.	1. Why did the writing of the Constitution require compromise? 2. Why does the United States have a two-party system?	Essay

	3. Students will understand that the American government is built on compromise. 4. Students will understand that no one is above the law.	3. How does the Constitution shape policy and lawmaking? 4. What is the purpose of separation of powers? 5. What are the benefits of checks and balances?	
The New Nation/Westward Expansion	1. Students will understand that the acquisition of new territory would strengthen the United States while simultaneously devastating the Native American populations. 2. Students will understand that expansion will create new solutions *and* problems within the new nation.	1. How did territorial expansion affect the Native Americans? 2. What are the motives for enlarging the United States? 3. What is the meaning of *Manifest Destiny*?	Unit Exam: Multiple Choice & Written Segment
The Civil War/Railroads/Reconstruction	1. Students will understand that railroads played a major role in unifying the United States. 2. Students will understand that slavery was a contentious issue between the Northern and Southern states. 3. Students will understand that the Civil War has had an enduring effect on the nation, up to today. 4. Students will understand the importance of the preservation of the Union.	1. Why was connecting the states with a railroad significant in strengthening the American economy? 2. How did the railroads help the North win the Civil War? 3. Why did the South want to secede from the Union? 4. Why didn't Lincoln want the South to secede? 5. What is the significance of the 13th-15th amendments to the Constitution?	Film Analysis: Lincoln Unit Exam: Multiple Choice & Written Segment

	5. Students will understand the difference between state and federal governments.	6. How did reconstruction both help and takeaway civil rights from African Americans?	

QTR2

Scope & Sequence: United States History

Unit	Enduring Understandings	Essential Questions	Assessments
Reconstruction ● Radical Republicans ● Andrew Johnson ● Amendments 13-15 ● Jim Crow Laws ● KKK ● Federal Withdrawal/President Hayes	1. Students will understand that Southern culture dramatically changed after the Civil War. 2. Students will understand the importance of keeping the Union unified.	1. How did the South change after the Civil War? 2. Was the North fair in their dealings with the South? 3. How did state and federal law differ during Reconstruction?	Unit Exam: Multiple Choice & Writing Segment
Changes on the Western Frontier ● Settling on the Great Plains ● Cultures Clash on the Prairie ● Native Americans ● Sitting Bull ● Battle of Wounded Knee ● Cowboys ● Assimilation	1. Students will understand that U.S. expansion further devastated the Native American populations. 2. Students will understand that the American quest for freedom often leads to conflict. 3. Students will understand that cultural blending is often a consequence when cohabitating land.	1. How did the United States settle the newly acquired territories? 2. Who benefited from U.S. Western expansion? 3. How did the settling of the Plains affect the buffalo? 4. How did the Native Americans react to American expansion?	Unit Exam: Multiple Choice & Writing Segment Project-Based Assessment: Case-Study Research Project
A New Industrial Age ● Electricity ● Telephones ● The Transcontinental Railroad	1. Students will understand how the United States transformed into a modern, industrial power.	1. Do entrepreneurs have the right to have monopolies? 2. How did technology affect American life?	Unit Exam: Multiple Choice & Writing Segment

● Big Business ● Carnegie ● Rockefeller	2. Students will understand that harsh working conditions led to various regulation agencies that improved American society. 3. Students will understand that industrialization led to the development of the middle class. 4. Students will understand that big business plays a fundamental role in policymaking.	3. What should the government's role be in regulating business?	
Immigrants & Urbanization/The Gilded Age ● Ellis Island ● Nativism ● Chinese Exclusion Act ● Diversity and National Identity ● Urbanization ● Americanization ● Tenements ● Jane Adams ● Political Machine ● Graft	1. Students will understand that there was a large gap in economic distribution throughout the social hierarchy. 2. Students will understand the significance of mass immigration from various regions in the world. 3. Students will understand that American society is built upon immigration and the various talents and attributes that immigrants bring.	1. What role and influence did the Political Machines have? 2. What were the economic, social, and political effects of immigration? 3. How did nativism play a role in the American social structure? 4. What are the tradeoffs when moving to a new country?	Primary Resource Analysis Expository Essay

Life at the Turn of the 20th Century ● Science and Urban Life ● Expanding Public Education ● Booker T. Washington ● W.E.B. Du Bois ● Segregation and Discrimination ● The Dawn of Mass Culture	1. Students will understand that free enterprise led to American inventions that influenced/changed the world. 2. Students will understand that American inventions and other features of modern life seem to confirm the idea of unending progress.	1. How did America's economy, industry, and population expand? 2. How did the changes in technology affect American culture and life? 3. Why is education important in a modern society? 4. How did black authors and thinkers make their mark in American culture?	Unit Exam:Multiple Choice & Writing Segment
The Progressive Era ● Prohibition ● Muckrakers ● Social Welfare ● Economic Reform ● Reforming Local Government ● Child Labor/Reforms ● Election Reform ● Women in Public Life ● Suffrage ● Teddy's Square Deal ● The Jungle ● NAACP	1. Students will understand that there was a need for social, economic, and political reform. 2. Students will understand that reform is constantly evolving. 3. Students will understand that with journalism and mass media, the truth would be exposed and thus lead to reform.	1. Why was social, economic, and political reform desired by many Americans? 2. How can we keep the government responsive to its citizens' needs and interests? 3. Why is striking, protesting, and free speech a fundamental part of American values? 4. Should everyone have the right to vote and participate in politics?	Project-Based Assessment: Research Project-Presentation
America Claims an Empire (Imperialism) ● Queen Liliuokalani/Hawaii ● Imperialism ● Pearl Harbor ● Sanford Dole	1. Students will understand that Theodore Roosevelt wanted to put the USA on the map as a world power. 2. Students will understand that although freedom of the press is a fundamental value,	1. How did America's role in the world change between the 1870's and 1910? 2. How did yellow journalism create sensationalism?	Unit Exam: Multiple Choice & Writing Segment

● The Spanish-American War ● Yellow Journalism ● Acquiring New Lands (the Platt Amendment, Open Door Notes, etc.) ● The Panama Canal ● America as a World Power (Roosevelt Corollary, Dollar Diplomacy ● President Wilson and the Mexican Revolution	that there is often exaggeration and one needs to be careful when formulating opinions and making decisions. 3. Students will understand that the United States had economic interests that often led to negative effects for much of the population. 4. Students will understand how the United States operated as an imperial power.	3. What did the United States gain in the Spanish-American War? 4. What is the economical and political significance of the Panama Canal? 5. Why was Hawaii an important location for the United States?	

Social Sciences QTR3
Scope & Sequence: United States History

Unit	Enduring Understandings	Essential Questions	Assessments
WWI	1. Students will understand why the United States was isolationist and how the proposed German alliance with Mexico brought her into the war. 2. Students will understand that war always involves large expenses and that there is always a cost- no matter who the victor is. 3. Students will understand the significance of political borders and that border change often leads to new hostilities. 4. Students will understand the intentions and sentiment of WWI leaders.	1. Why do human beings generally seek out power? 2. Why do nations seek to expand their borders or change existing borders? 3. Why do some leaders seek democracy and freedom for the people while others seek power and control over the people? 4. How does Total War affect the homefront and what are some economic consequences? 5. How does Nationalism make people feel empowered?	Unit Exam: Multiple Choice & Writing Segment
The Twenties	1. Students will understand how the United States went through yet another transformation during the 1920's. 2. Students will understand that American women began to feel empowered and independent.	1. How do citizens (both individually and objectively) influence government policy? 2. How did American women change during the Twenties?	Unit Exam: Multiple Choice & Writing Segment
The Great Depression	1. Students will understand the effects of Black Tuesday on American society, as well as the rest of the world.	1. What role did the federal government play during the Great Depression?	Project-Based Assessment: Case-Study Research Project

	2. Students will understand that creature comforts can be removed easily and unexpectedly. 3. Students will understand why the federal government expanded its power during the Great Depression.	2. What factors led to the Great Depression? 3. What were the economic, social, and political consequences of the Great Depression?	
FDR & the New Deal	1. Students will understand that there was a need for social, economic, and political reform. 2. Students will understand that the use of Federal power is argued and debated amongst Americans.	1. Why is social, economic, and political reform desired by some? 2. How can we keep the government responsive to its citizens' needs and interests?	Unit Exam: Multiple Choice & Written Segment

Social Sciences QTR4

Scope & Sequence: United States History

Unit	Enduring Understandings	Essential Questions	Assessments
WWII	1. Students will understand the debate between isolationists and interventionists in the U.S. 2. Students will understand that WWII would require massive buildup of resources on two fronts. 3. Students will understand the key battles on different fronts of WWII. 4. Students will understand the brutality of war. 5. Students will understand that economic opportunities were advanced by wartime factory work. 6. Students will understand that Nazi Germany threatened the world and freedom itself. 7. Students will understand the Japanese drive for empire.	1. Why did Americans not want to join WWII before the bombing of Pearl Harbor? 2. How did the American government change because of WWII? 3. How was the war mobilized and fought differently in the Atlantic vs. the Pacific? 4. How did America win the war in the Pacific? 5. How did WWII serve to advance movements for equality at home and abroad? 6. How did Nazi Germany advance its ideals and what were the consequences? 7. Why did the Holocaust happen?	Unit Exam: Multiple Choice & Written Segment Expository Essay
The Cold War	1. Students will understand that the United states and the Soviet Union	1. How was containment employed?	Unit Exam: Multiple Choice & Written Segment

	emerged from WWII as the world superpowers. 2. Students will understand the fundamental differences between American capitalist values and The Soviet Unioin's communist values.	2. What factors led to the USA and the USSR being the world superpowers? 3. How did American foreign policy shift after WWII? 4. Why was the period between 1946 and 1990 known as the Cold War? 5. How did anti-communism drive American foreign policy?	
Post-WWII	1. Students will understand the term liberal consensus. 2. Students will understand the necessity for a strong central government, especially the executive branch, to facilitate the welfare state and anti-communist policy. 3. Students will understand the remarkable prosperity, growth of the middle class, and achievement of the "American Dream" during this timeframe. 4. Students will understand the impact of the baby boom.	1. What was the term liberal consensus? 2. What was the baby boom? 3. How are the post-war years best characterized?	Unit Exam: Multiple Choice & Written Segment
The Sixties/Civil Rights	1. Students will understand that it takes courage and strength to stand up for one's rights.	1. Why was there a Civil Rights Movement?	Project-Based Assessment:

	2. Students will understand that people have marched and fought for rights they enjoy. 3. Students will understand the need to preserve the ideals of American freedom. 4. Students will understand the difference between yuppies and hippies.	2. What were the goals and strategies of the Civil Rights Movement? 3. How did various movements for equality build upon one another? 4. Did the Civil Rights Movement succeed? 5. How was the government involved in the Civil Rights Movement?	Case-Study Research Project
The Vietnam War	1. Students will understand that the United States wanted to contain Communism at almost any price. 2. Students will understand that communism threatens American ideals and political structure. 3. Students will understand the thinking behind the "Domino Theory." 4. Students will understand that this long war was never won and is thought to have been a useless war by many.	1. How was the war in Vietnam similar and different from other Cold War struggles? 2. How did the war in Vietnam affect movements for equality at home? 3. How were Vietnam veterans treated upon their return? 4. What are some enduring effects of an American presence in Vietnam? 5. What tactics were used in the Vietnam War?	Unit Exam: Multiple Choice & Written Segment

Social Sciences QTR1

Scope & Sequence: World History

Unit Title/Big Ideas	Enduring Understandings	Essential Questions	Formative Assessments (CFU's)	Summative Assessments
Getting Acquainted/Technology Review	1. Students will be able to understand the importance of having technical skills.	1. Why is it important to have technical skills?	**Do Now's** 3 **Equity Sticks** 7 **Worksheets** 2 **Quizzes/Tests** 1	**Unit Exam** 1
History Fundamentals	1. Students will be able to understand the importance of cardinal directions and geographical locations. 2. Students will understand the nature of time and how timelines help to place historical events in a chronological order?	1. How do we benefit from geographical knowledge? 2. How does time shape historical events?	**Do Now's** 10 **Equity Sticks** 5 **Informal Observations** 3 **Worksheets** 2 **Quizzes/Tests** 1	**Unit Exam** 1
Greco-Roman Era	1. Students will understand that the Greeks and the Romans had a significant impact on Western Civilization. 2. Students will understand the mathematical, philosophical, and cultural impact on our daily lives from the Greeks and the Romans.	1. What contributions have the Greeks made to Western Civilization? 2. What contributions have the Romans made to Western Civilization? 3. How did the Greco-Roman Era shape American democracy? 4. How did the Roman Empire affect future events in Europe?	**Equity Sticks** 5 **Informal Observations** 3 **Worksheets** 3 **Quizzes/Tests** 1	**Unit Exam** 1

Judeo-Christian Tradition	1. Students will understand that Judaism and Christianity are two of the four pillars of Western Civilization.	1. How did Judaism lay the foundation of Western moral and ethical principles? 2. How did Christinaty shape European, and later, Western history? 3. How are equal rights connected to Christianity?	**Equity Sticks** 5 **Informal Observations** 3 **Worksheets** 3 **Quizzes/Tests** 1	
The Middle Ages	1. Students will understand that the Middle Ages played a significant role in the development of the Renaissance. 2. Students will understand that the Catholic Church held an immense amount of power during the Middle Ages. 3. Students will understand that European countries were not always prosperous.	1. Why are the Middle Ages sometimes referred to as the Dark Ages? 2. What developments were made in Europe during the Middle Ages? 3. How did European countries progress into powerful nations? 4. How did the church and kingdoms control the people? 5. How does disease and the decimation of a population affect the economy and social structure of a country?	**Equity Sticks** 6 **Informal Observations** 3 **Worksheets** 3 **Quizzes/Tests** 1	
The Renaissance/ Exploration/Art	1. Students will understand how the Renaissance had an enormous effect on European countries. 2. Students will understand that Western art stems from the Renaissance.	1. Who are the major Renaissance painters? 2. Why do people desire to explore unknown lands and waters? 3. What drives human curiosity?	**Equity Sticks** 10 **Informal Observations** 3 **Worksheets** 3 **Quizzes/Tests** 1	

	3. Students will understand the significance of European exploration, education, invention and political thought.	4. What are some major developments from the Renaissance period? 5. How has Western Civilization benefited from Renaissance thinking? 6. What are some major technological developments from the Renaissance?		
The Enlightenment/ Democratic Revolutions	1. Students will understand that American democracy is influenced by Enlightenment thinking. 2. Students will understand that individual worth is a paramount component in Western Civilization. 3. Students will understand that freedom enjoyed now came at a high price.	1. How did Enlightenment thinkers contribute to the development of democratic revolutions? 2. Why was the French Revolution a political turning point in Europe? 3. How does the concept of natural rights play a role in our daily lives?	**Equity Sticks** 5 **Informal Observations** 3 **Worksheets** 4 **Quizzes/Tests** 1	
Nationalism	1. Students will understand the significance of the nation-state. 2. Students will understand that nationalism can be dangerous. 3. Students will understand that nationalism creates cohesion.	1. How did the nation-state develop? 2. Why did nationalism create tension and competition amongst the Europeans? 3. How did nationalism play a role in the development of alliances?	**Equity Sticks** 6 **Informal Observations** 2 **Worksheets** 4 **Quizzes/Tests** 1	

The Industrial Revolution	1. Students will understand that the Industrial Revolution changed the ways in which goods were made. 2. Students will understand that the Industrial Revolution fuelled the European and American desire for natural resources and new markets. 3. Students will understand that there are costs and benefits to the exploitation of natural resources.	1. How did the Industrial Revolution contribute to the capitalist system? 2. What are the pros and cons of capitalism? 3. How did the Industrial Revolution play a role in the development of the middle class? 4. What is the driving force behind imperialism?	**Equity Sticks** 4 **Informal Observations** 5 **Worksheets** 6 **Quizzes/Tests** 1	

Social Sciences QTR2
Scope & Sequence: World History

Unit Title/Big Ideas	Enduring Understandings	Essential Questions	Assessments
Imperialism ● Review Nationalism and the Industrial Revolution ● Social Darwinism ● The Six Motives of Imperialism ● The Scramble for Africa ● Imperialism in SE Asia ● Types of Rule (e.g. direct and indirect)	1. Students will understand that industrialized nations sought to control the resources and markets in other regions of the world. 2. Students will understand the effects of an oppressive society.	1. What does it mean to be "civilized?" 2. Are modern civilizations more 'civilized' than others? 3. How do maps and globes reflect history, politics and economics? 4. What drives man to dominate?	**Project-Based Assessment: Imperialism Case Study Research Project-Presentation**
WWI ● MANIA (causes of WWI) ● Total War ● Propaganda ● Alliances ● Modern Warfare ● Trench Warfare ● The League of Nations ● The Fourteen Points ● The Treaty of Versailles ● The Armenian Genocide	1. Students will understand why the United States was isolationist and how the proposed German alliance with Mexico brought her into the war. 2. Students will understand that war always involves large expenses and that there is always a cost- no matter who the victor is. 3. Students will understand the significance of political borders and that border change often leads to new hostilities.	1. Why do human beings generally seek out power? 2. Why do nations seek to expand their borders or change existing borders? 3. Why do some leaders seek democracy and freedom for the people while others seek power and control over the people? 5. How does Total War affect the homefront and what are some economic consequences?	**Project-Based Assessment: WWI Jigsaw on Elements of WWI and/or Research Project-Presentation**

	4. Students will understand the intentions and sentiment of WWI leaders.		
Russian Revolution ● Russia's Role in WWI ● The Romanov Empire ● Karl Marx ● Vladimir Lenin ● Joseph Stalin ● Communism ● Socialism ● Totalitarianism	1. Students will understand that revolution stems from unrest and unhappiness. 2. Students will understand that having a communist government became highly desirable by the majority of the Russian population.	1. What fuels revolution? 2. Why are revolutions often started by the peasant class? 3. Are revolutions inevitable? 4. What indicates the success of a revolution?	**Project-Based Assessment: Russian Revolution Role Play**

Social Sciences QTR3
Scope & Sequence: World History

Unit Title/Big Ideas	Enduring Understandings	Essential Questions	Summative Assessments
Totalitarianism/Fascism	1. Students will understand that WWI left Germany embittered. 2. Students will understand how and why the Soviet Union became communist. 3. Students will understand that totalitarian dictatorships control every aspect of private and public life.	1. Why do various countries turn to extreme forms of government? 2. Why do people allow powerful and cruel dictators to stay in power?	**Informal Observations** 3 **Worksheets** 2 **Quizzes/Tests** 1 **Unit Exam** 1
WWII/Holocaust	1. Students will understand that Nazi Germany felt superior to all other races and therefore justified genocide and world domination.	1. How was Hitler and the Nazi Party able to exterminate millions of human beings, primarily Jews? 2. Why do some people feel superior to others? 3. How do some leaders gain enough power and support to commit horrific crimes against humanity?	**Informal Observations** 3 **Worksheets** 2 **Quizzes/Tests** 1 **Unit Exam** 1
WWII	1. Students will understand the intentions and sentiment of WWII leaders. 2. Students will understand that total war always involves large expenses and that there is always a cost- no matter who the victor is.	1. Why would Germany start a second world war? 2. How does Total War affect the homefront and what are some economic consequences?	**Informal Observations** 3 **Worksheets** 2 **Quizzes/Tests** 1 **Unit Exam** 1

	3. Students will understand why Nazi Germany, Italy and Japan had a drive for empire and how it led to a world war. 4. Students will understand why the United States was isolationist and how the attack on Pearl Harbor by the Japanese led them to joining the war.	3. Why do nations seek to expand their borders or change existing borders? 4. How was Japan able to gain momentum? 5. What is the appropriate response to being attacked when your intention was not to fight to begin with? 6. Why do some leaders seek democracy and freedom for the people while others seek power and control over the people?	
Post-WWII	1. Students will understand that the Post-WWII era world created changes in international policy. 2. Students will understand that the effects of war often result in the redrawing of borders. 3. Students will understand that many Post-WWII programs, i.e., the United Nations and Containment were developed to prevent another world war and to contain communism.	1. How does the Post-WWII era contribute to the understanding of the world today? 2. How are borders determined and drawn? 3. How are governments created, structured, maintained and changed?	**Informal Observations** 3 **Worksheets** 2 **Quizzes/Tests** 1 **Unit Exam** 1

Social Sciences QTR4
Scope & Sequence: World History

Unit	Enduring Understandings	Essential Questions	Summative Assessments
Post-WWII/The Cold War	1. Students will understand that WWII accelerated the decline of European powers worldwide and that the United States would rise as a militarily, economically, and cultural world power. 2. Students will understand that the postwar period witnessed an escalation in hostility between the U.S. and the Soviet Union.	1. How did the Cold War develop? 2. How was the Cold War waged all over the world? 3. How did former colonies respond to the Cold War and liberation? 4. How and why did the Cold War end?	**Informal Observations** 5 **Worksheets** 2 **Quizzes/Tests** 1 **Unit Exam** 1
China	1. Students will understand that the presence of communist China complicated the earlier bipolar Cold War world. 2. Students will understand that as tensions developed between the two communist powers, the world was on the brink of a nuclear war. 2. Students will understand that China's markets opened, but its political system did not. 3. Students will understand that Cold War competition spread throughout East and Southeast Asia, the Middle	1. Why did imperial powers seek to expand their empires into Asia? 2. How did colonies and other nations respond? 3. What were the legacies of these conquests? 4. Why was the modern period defined by global conflict?	**Informal Observations** 2 **Worksheets** 2 **Quizzes/Tests** 1 **Unit Exam** 1

	East, Africa, and Latin America.		
Latin America	1. Students will understand that the U.S. and the Soviet Union intervened politically, militarily, and economically in dozens of nations in Asia, the Middle East, Africa, Latin America, and the Caribbean in an effort to protect their strategic interests.	1. How did the conflict between economic and political systems that defined the post–WWII period affect nations? 2. How was imperialism similar and different between colonies in Africa, Asia, and Latin America? 3. What were the causes and effects of the Mexican Revolution? 4. How was the Cold War waged all over the world?	**Informal Observations** 3 **Worksheets** 2 **Quizzes/Tests** 1 **Unit Exam** 1

Social Sciences QTR1

Scope & Sequence: Government

Unit Title/Big Ideas	Enduring Understandings	Essential Questions	Assessments
Government/State Fundamentals	1. Students will understand the difference between government and the state. 2. Students will understand the basic tenets of American government.	1. What type of governments are common in history? 2. How is the American government organized?	Unit Exam: Multiple Choice & Writing Segment
Basic Concepts of Democracy	1. Students will understand the basic concepts of democracy. 2. Students will understand that citizen participation is necessary for democracy to function properly.	1. What are the basic concepts of democracy? 2. Why is democracy so important to the American people? 3. What is required by citizens to maintain a functioning democracy?	Unit Exam: Multiple Choice & Writing Segment
The Coming of Independence	1. Students will understand the reasons for colonial resistance. 2. Students will understand that suppression can lead to revolution.	1. Why did Great Britain impose restrictions and taxes on the Thirteen Colonies? 2. How did the colonists respond to Great Britain's demands? 3. Why do people want independence?	Unit Exam: Multiple Choice & Writing Segment
The Declaration of Independence	1. Students will understand that the Declaration of Independence set the	1. Why is it important to declare what you want? 2. Why is independence from a monarchy important?	Unit Exam: Multiple Choice & Writing Segment

	foundation for American government and ideals. 2. Students will understand the cost of freedom.	3. Does independence have a price? 4. What responsibilities come with being “free?” 5. How has American independence affected other nations in the world?	
The Founding Fathers/Framers	1. Students will understand that the Founding Fathers played a significant role in the development of the United States. 2. Students will understand that the Founding Fathers were able to create a sound government - even with their major differences in ideology.	1. Why are the Founding Fathers relevant in American history and government? 2. How did the Founding Fathers compromise with one another?	Unit Exam: Multiple Choice & Writing Segment
The Constitution +	1. Students will understand that the Constitution is the supreme law of the land and that no one is above the law. 2. Students will understand that the wording cannot be changed in the Constitution.	1. What makes the Constitution a living document? 2. How does the Constitution play a role in our daily lives? 3. What rights are granted to the American people? 4. What are amendments?	Unit Exam: Multiple Choice & Writing Segment
Current Events: Politics	1. Students will understand that political events are ongoing.	1. Why is it important to stay politically informed? 2. How do current events shape our thinking and actions?	Unit Exam: Multiple Choice & Writing Segment
Supreme Court Project/Presentation	1. Students will understand the significance of major Supreme Court decisions.	1. Why is the Supreme Court an important element of the American government?	Unit Exam: Multiple Choice & Writing Segment

Social Sciences QTR2
Scope & Sequence: Government

Unit Title/Big Ideas	Enduring Understandings	Essential Questions	Assessments
Federalism ● Division of Powers ● Types of Powers Given by the Constitution ● Supreme Law of the Land ● Admitting New States/Territorial Expansion ● Interstate Relations	1. Students will understand that there is a separation of powers at the national and local levels. 2. Students will understand that *Implied Powers* still require intense interpretation. 3. Students will understand that the Constitution is the supreme law of the land and that no one is above the law.	1. What are the roles and responsibilities of government? 2. How do the structures and functions of government interrelate? 3. Why is it important to have separation of powers?	Unit Exam: Multiple Choice & Writing Segment
Political Parties + Current Events/Situations ● Political Spectrum ● Partisan/Bipartisan ● Consensus ● Coalition ● Nominations ● The Two-Party System ● Left-Center-Right ● Factions ● Electorate ● Spoils System ● Minor Parties ● Ward, Precinct, etc.	1. Students will understand the different philosophies and platforms of the two major political parties in the United States. 2. Students will understand the diversity within the political parties.	1. How do citizens (both individually and collectively) influence political parties? 2. In what ways should people participate in public affairs? 3. What are the major differences between the Democratic and Republican parties?	Unit Exam: Multiple Choice & Writing Segment Debate
Voters & Voter Behavior ● The Right to Vote ● Suffrage	1. Students will understand the factors that influence voting.	1. Can an individual make a difference?	Unit Exam: Multiple Choice & Writing Segment

• Franchise/Disenfranchised • Poll Tax • Voter Qualifications • Suffrage and Civil Rights • Gerrymandering • Injunction • Voter Behavior	2. Students will understand the historical significance and struggle that gave way to full suffrage.	2. What are the roles and responsibilities of citizens in a democracy?	
Chapter Project			Project-Based Assessment

Social Sciences QTR3
Scope & Sequence: Economics

Unit Title/Big Ideas	Enduring Understandings	Essential Questions	Assessments
Globalization	1. Students will understand the process in which cheap goods are manufactured? 2. Students will understand that globalization is experienced differently by various nations.	1. How does technological change influence society? 2. Does every nation benefit from globalization? 3. What are the pros and cons of globalization?	Unit Exam: Multiple Choice & Writing Segment
Free Enterprise	1. Students will understand the connection between democracy and free enterprise. 2. Students will understand that there are both positive and negative attributes to capitalism.	1. How does something acquire value? 2. Should the government regulate business? If so, to what degree? 3. How are free enterprise and	Unit Exam: Multiple Choice & Writing Segment
Supply & Demand	1. Students will understand that there would be no supply if there was no demand. 2. Students will understand the difference between subsistence and excess.	1. What would we do if a good we depended on was not available? 2. Who should produce goods and services? 3. How does the free market system affect personal lives, society and the world at large?	Unit Exam: Multiple Choice & Writing Segment
Final Project: Create a Business			Project-Based Assessment

QTR4
Scope & Sequence: Economics

Unit	Enduring Understandings	Essential Questions	Assessments
Introduction to Economics/Economic Systems	1. Students will understand that human beings have historically traded and bartered goods. 2. Students will understand that limited resources cannot satisfy our unlimited wants. 3. Students will understand that there are different perspectives on how an economy should function.	1. Why do we have money? 2. What is the difference between *needs* and *wants*? 3. How do different economic systems vary in their toleration and encouragement of change? 4. Are there enough resources to satisfy everyone's needs?	Unit Exam: Multiple Choice & Writing Segment
The Economic Way of Thinking	1. Students will understand the difference between microeconomics and macroeconomics. 2. Students will understand the power of incentives.	1. How do costs and benefits affect decisions? 2. What are incentives and why are they important? 3. Why do economists develop theories?	Unit Exam: Multiple Choice & Writing Segment
Basic Economic Language	1. Students will understand that goods either provide utility or disutility. 2. Students will understand the difference between tangible and intangible goods.	1. What are the different ways that economists talk about "goods?" 2. What are services? 3. What are the four types of resources? 4. What are the factors of production?	Unit Exam: Multiple Choice & Writing Segment

Economic Systems	1. Students will understand that there are differing ideas on what the best type of economic system is. 2. Students will understand that the United States is predominantly a free enterprise system.	1. What are three questions that every society must answer? 2. What are the major differences between free enterprise and socialism? 3. What is an economic system?	Unit Exam: Multiple Choice & Writing Segment

Spanish for Spanish Speakers 1 - Scope & Sequence

Quarter	Weeks	Unit & Focus	Learning Objectives	Weekly Breakdown	Key Tasks	Formative Assessments (CFU)	CA WL Standards
Q1	1–4	Unit 1: Tú y yo – Geography, identity, nouns/adjectives	• Learn geographical terms related to Latin America • Analyze texts/poems about Simón Bolívar • Identify and use nouns/adjectives • Make text-to-self, text-to-text, and text-to-world connections	W1: Intro, geography. W2: Simón Bolívar. W3: "Soy de aquí." W4: Hero project.	Descriptive paragraph + oral presentation with visuals	Exit tickets, grammar drills, and peer feedback on drafts	Interpretive (CM1), Presentational (CM3), Productive Structures (CM6), Cultures (CL1, CL2)
Q1	5–9	Unit 2: Nosotros – Ethnic groups, sociology, verbs/adverbs	• Learn about ethnic groups • Learn sociology/anthropology terms • Identify and use verbs/adverbs • Differentiate synonyms/antonyms	W5: Grupos étnicos. W6: "La araucana." W7: Rigoberta Menchú. W8: Draft. W9: Reflection.	Personal paragraph on family values + Venn Diagram	Think-Pair-Share, vocabulary quizzes, draft checks	Interpretive (CM1), Interpersonal (CM2), Presentational (CM3), Cultures (CL1, CL3)
Q2	10–13	Unit 8: México – Conquest, careers, accents, Día de los Muertos	• Study Mexico's conquest • Understand medical vocabulary • Analyze poem	W10: Conquista. W11: Medicina. W12: Career essay draft.	Career essay + Día de los Muertos altar/reflection	Peer review, accent rule practice, Kahoot quizzes	Interpretive (CM1), Presentational (CM3), Productive Structures

			about peace • Apply accent rules	W13: Día de los Muertos project.			(CM6), Cultures (CL2, CL4), Connections (CN1, CN2)
Q2	14–18	Unit 10: Arte y música – Fine arts, traditions	• Study Hispanic artists • Learn arts vocabulary • Explore traditions • Identify indirect objects	W14: Arte. W15: Música. W16: "La camisa de Margarita". W17: Poster draft. W18: Display + Ancient Civilizations project.	Poster for artistic event + Ancient Civilizations group project	Gallery walk feedback, Edpuzzle video checks, vocabulary quizzes	Interpretive (CM1), Presentational (CM3), Productive Structures (CM6), Cultures (CL1, CL2, CL3), Connections (CN1)
Q3	19–22	Unit 3: Cuentos – Short stories, novels, sentence structure	• Study cuentos/novelas • Analyze story + novel excerpt • Compare sentence structure • Apply punctuation rules	W19: Genre intro. W20: "Una moneda de oro". W21: *Amor en tiempos de cólera* W22: Interview role-play.	Interview research + recorded role-play	Plot diagram, graphic organizer,and peer review on interview questions	Interpretive (CM1), Interpersonal (CM2), Presentational (CM3), Language Comparisons (CM7)
Q3	23–27	Unit 4: Atletas y deportes – Roberto Clemente, debates	• Analyze Roberto Clemente • Debate structure/process • Identify infinitives • Practice c/z/s spelling	W23: Clemente. W24: Spelling. W25: Story. W26: Debate prep. W27: Debate.	Class debate on salaries & equity in sports	Practice debates, debate outlines, and exit tickets	Interpretive (CM1), Interpersonal (CM2), Presentational (CM3), Productive Structures (CM6), Cultures (CL4)
Q4	28–31	Unit 7: Tierra y aventura – Geography, persuasive ads	• Study geography • Analyze commerce • Identify similes/metaphors • Apply punctuation	W28: Geography + punctuation. W29: "Canción del pirata." W30: Novel excerpt. W31: Ad project.	Persuasive ad (print or digital)	Draft review, peer critique, simile/metaphor ID exit slips	Interpretive (CM1), Presentational (CM3), Productive Structures (CM6), Connections (CN1, CN2)

Q4	32–36	Unit 8: Leyenda y vida – Legends, ecology, dramatization	• Read La Malinche & La Llorona • Learn ecological terms • Read Don Quijote + Golden Age texts • Practice spelling with h • Write/perform dramatization	W32: Legends. W33: Ecology. W34: Golden Age texts. W35: Script. W36: Performance.	Dramatization of *Don Quijote* chapter	Rehearsal peer feedback, comprehension questions, spelling checks	Interpretive (CM1), Presentational (CM3), Productive Structures (CM6), Cultures (CL1, CL3), Connections (CN2)

Appendix 9: Dual Enrollment Agreement

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2023 – 2028

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between San Jose City College and Evergreen Valley College ("COLLEGE") both a college of the San Jose Evergreen Community College District ("SJECCD"), 40 South Market Street, San José, CA 95113, and Escuela Popular Del Pueblo ("SCHOOL DISTRICT"), 149 North White Road San José, CA 95127.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the San José Evergreen Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public SCHOOL DISTRICT located within the regional service area of SJECCD, unless otherwise specified and agreed to as specified in Education Code section 76004, subdivision (e); and

WHEREAS, SJECCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness.

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office, SJECCD and COLLEGE;

NOW THEREFORE, SJECCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this CCAP Agreement shall be for five years beginning on July 1st, 2023, and ending on June 30, 2028 and (may be renewed upon mutual written agreement of both parties on a year by year basis for a maximum of 3 more years), unless otherwise terminated in accordance with Section 19 of this CCAP Agreement. Parties agree to amend this agreement through the use of fully-executed Addendum(s).

1.2 This CCAP Agreement outlines the terms of the Parties' agreement. The CCAP Agreement Appendix shall specify additional detail regarding the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. The CCAPAgreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses. The protocols shall only require a high school pupil participating in a CCAP partnership to submit one parental consent form and principal recommendation for the duration of the student's participation in the CCAP partnership. Sec. 2 (c) (1).

1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating COLLEGE and SCHOOL DISTRICT. Sec. 2 (c) (2).

1.4 A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c) (3).

2. DEFINITIONS

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school students achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SJECCD and applicable law. Sec. 2 (a).

2.2 Consistent with AB 288, this CCAP Agreement may include "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d).

2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to AB-288, high school student may attend college classes, enrolling in up to 15 units per semester, without incurring fees for tuition, books, and materials.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - Students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school students to achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d) & Sec. 2 (a).

3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SJECCD standards and policies.

3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SJECCD policy. Decisions regarding scheduling of CCAP classes will occur in partnership with the SCHOOL DISTRICT and participating high schools.

3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix. In accordance with federal Family Educational Rights and Privacy Act (FERPA) law, student records will not be shared with the student's parent or guardian.

3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the student's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Units completed by a pupil pursuant to a CCAP agreement may count towards determining a student's registration priority for enrollment and course registration at a community college. Sec. 2 (3) (g).

3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school

graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d).

3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the CCAPAgreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

4.1 The COLLEGE will be responsible for processing student applications.

4.2 The COLLEGE will provide the necessary admission and registration forms and procedures. SCHOOL DISTRICT will ensure that each applicant accepted has met all the enrollment requirements, such as prerequisite courses and other potential program-specific requirements.

4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

4.4 The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.

4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f) & (q).

5. PARTICIPATING STUDENTS

5.1 A high school student enrolled in a course offered through a CCAPAgreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f). The Governing Board of SJECCD shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (p) & (q).

5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement

will be specified in the Appendix to this CCAP Agreement. Costs will be borne by SCHOOL DISTRICT.

5.3 Participating students must meet all SJECCD prerequisite requirements as established by the SJECCD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.

5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.

5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.

5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.

5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.

5.8 A course dropped within the COLLEGE drop "without a W" deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAPAGREEMENT COURSES

6.1 OPTION 1: A COLLEGE may limit enrollment in CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school students. The courses may be offered at a high school campus during the regular school day. Although not open to the general public, CCAP course will be published in the course schedule. Sec. 2 (o) (1).

OPTION 2: Enrollment in CCAP courses offered pursuant to this CCAP Agreement shall be open to any person who has been admitted to the COLLEGE and has met any applicable prerequisites. The courses may be held at facilities

which are clearly identified as being open to the general public. The SJECCD policy on open enrollment along with a description of the course and information about whether the course is offered for credit and is transferable shall be published in the COLLEGE catalogue, schedule of classes, and any addenda to the schedule of classes.

6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o) (1).

6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.

6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this CCAP Agreement. Sec. 2 (c) (1).

6.5 Courses offered as part of a CCAPAgreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved for inclusion in the CCAP program.

6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SJECCD academic standards.

6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SJECCD Business Procedure 2.02.

6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SJECCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SJECCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SJECCD and COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.

6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SJECCD academic standards.

6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, SJECCD policies, pertinent statutes and state regulations.

6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, SJECCD policies, pertinent statutes, and state regulations.

6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.

6.15 This CCAP Agreement certifies that any remedial course taught by COLLEGE faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n).

7. INSTRUCTOR(S)

7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SJECCD pursuant to an approved Instructional Service Agreement. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix.

7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the SCHOOL DISTRICT. Sec. 2 (m) (1).

7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m) (2).

7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of

the health and safety of students and may not have any other assigned duty during the instructional activity.

7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125, 45122.1 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.

7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.

7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE.

7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SJECCD specifically with regard to their duties as instructors.

7.10 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by SJECCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those

expected of students in courses taught on the COLLEGE campus.

8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

8.5 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have approved Section 504 Plans that provide accommodations to the educational environment such as extended time on tests or special seating shall be implemented by COLLEGE upon notice of the accommodations by the SCHOOL DISTRICT. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters shall be provided by the SCHOOL DISTRICT.

8.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have an Individualized Education Program ("IEP") shall receive all programs and services provided for under the IEP by the SCHOOL DISTRICT. The COLLEGE has no responsibility for implementing any portion of a student's IEP.

8.7 The COLLEGE and SCHOOL DISTRICT shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COLLEGE and SCHOOL DISTRICT described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SJECCD policies and standards. Sec. 2 (c) (2). Among other things, the COLLEGE educational administrator, and the SCHOOL DISTRICT educational administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the CCAP program.

9.2 Student misconduct in the college course on the COLLEGE campus or SCHOOL DISTRICT campuses will be addressed in accordance with the SJECCD Student

Code of Conduct. The COLLEGE shall report disciplinary issues to the SCHOOL DISTRICT. The COLLEGE administration may refuse to admit or continue enrollment of students with disciplinary issues.

9.3 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c) (2).

9.4 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with SJECCD policy and COLLEGE procedures and academic standards.

9.5 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.

9.6 The SCHOOL DISTRICT's personnel will perform services specified in Section 9.5 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.

9.7 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D).

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t) (1) (A).

- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t) (1) (B.)

- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t) (1) (C).

- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t) (1) (D).

9.8 SJECCD or COLLEGE will complete and submit the Apportionment Attendance Report (CCFS-320).

10. APPORTIONMENT

10.1 SJECCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school students. Sec. 2 (o) (2).

10.3 SJECCD shall not receive a state allowance or apportionment for an instructional activity for which SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. Sec. 2 (r).

10.4 The attendance of a high school pupil at COLLEGE as a special part-time or full-time student pursuant to this section is authorized attendance for which COLLEGE shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no SCHOOL DISTRICT has received reimbursement for the same instructional activity. Sec. 2 (s).

11. CERTIFICATIONS

11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

11.2 SJECCD certifies that it has not received full compensation for the direct education costs for conducting the courses offered as part of this CCAP Agreement from other sources.

11.3 The SCHOOL DISTRICT agrees and acknowledges that SJECCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.

11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as

defined in Ed Code § 87011 or as amended. Sec. 2 (h).

11.5 This CCAP Agreement certifies that any COLLEGE instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i).

11.6 This CCAP Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing COLLEGE faculty member teaching the same course at the COLLEGE campus. Sec. 2 (j).

11.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at COLLEGE. Sec. 2 (k) (1).

- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. Sec. 2 (k) (2).

- The CCAP Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this CCAP Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k) (3).

11.8 This CCAP Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l).

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT students, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 SCHOOL DISTRICT shall certify that each student interested in participating in CCAP dual enrollment pathway(s) is prepared for college level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, section 59026(b).

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SJECCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2 The SCHOOL DISTRICT will furnish course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students taking CCAP dual enrollment courses. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this CCAP Agreement.

16. INDEMNIFICATION

16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and SJECCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT’s performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

16.2 The SJECCD agrees to and shall indemnify, save and hold harmless the SCHOOL

DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SJECCD and COLLEGE'S performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SJECCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

17.1 The SCHOOL DISTRICT, in order to protect the SJECCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, general liability insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SJECCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to SJECCD.

17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and SJECCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this CCAP Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

18. NON-DISCRIMINATION

18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SJECCD shall

discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, marital status, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

19.1 Either party may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
San Jose City College
2100 Moorpark Avenue
San Jose, CA 95128
Attention: Dr. Rowena Tomaneng, President

COLLEGE
Evergreen Valley College
3095 Yerba Buena Road
San Jose, CA 95135
Attention: Dr. Tammeil Gilkerson, President

SJECCD
San Jose Evergreen Community College District
40 South Market Street
San Jose, CA 95113
Attention: Jorge Escobar, Vice Chancellor

SCHOOL DISTRICT
Escuela Popular Del Pueblo
149 North White Road
San José, CA 95127
Attention: Patricia Reguerin, Executive Director

21. INTEGRATION

21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter

hereof are incorporated into this CCAP Agreement.

22. MODIFICATION AND AMENDMENT

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

23.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of SJECCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

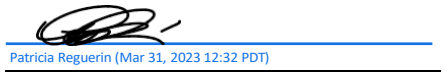
25. SEVERABILITY

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on October 25, 2022

By: 
Patricia Reguerin (Mar 31, 2023 12:32 PDT)

Escuela Popular Del Pueblo

By: _____

Evergreen Valley College

By: _____

San Jose City College

By: _____
San Jose Evergreen Community College District

Approved Re: Form & Legality

Mark Hua (Mar 31, 2023 10:08 PDT)

SJECCD Legal Review

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between San Jose City College and Evergreen Valley College ("COLLEGE"), both a college of San Jose Evergreen Community College District ("SJECCD"), 40 South Market Street, San Jose, CA 95113, and Escuela Popular Del Pueblo ("SCHOOL DISTRICT") and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses; and (Sec. 2 (c)(1))

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses; and (Sec. 2 (c)(1))

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that students participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; (Sec. 2 (k)(3))

NOW THEREFORE, SJECCD, COLLEGE and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

a. COLLEGE and SCHOOL DISTRICT shall ensure that a public meeting is held by the each party in the review and approval of this CCAP Agreement. Sec. 2 (b).

b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c) (3).

c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before June 30 and follow the protocols set forth in (a) and (b) of this section.

d. SJECCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c) (2).

LOCATION	NAME	TELEPH	EMAIL
SJECCD:	Jorge Escobar, Vice Chancellor	408-270-6402	Jorge.Escobar@sjceed.edu
COLLEGE:	Dr. Rowena Tomaneng, President, SJCC	408-288-3725	rowena.tomaneng@sjcc.edu
COLLEGE	Dr. Tammeil Gilkerson, President,	408-270-6471	tammeil.gilkerson@evc.edu
SCHOOL DISTRICT:	Patricia Reguerin, Executive Director	408-426-6593	patricia@escuelapopular.org

2. STUDENT SELECTION

a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.

b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school students to achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d) & 2 (a).

c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Sec. 2 (c) (1).

d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four (4) community college courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p) (1)-(3).

e. COLLEGE and SCHOOL DISTRICT shall certify that they understand that the statewide number of full-time equivalent students claimed as special admits cannot exceed ten (10) percent of the total number of full-time equivalent students claimed statewide. The statewide ten (10) percent full-time equivalent students cap on special admits includes both non-AB 288

and AB 288 students.

3. CCAPAGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. COLLEGE is responsible for all educational program(s) and course(s) offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. MANDATED ANNUAL STATE REPORTING

a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.

b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and shall be reported annually in compliance with all applicable state and federal privacy laws. The SJECCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1) (A).

c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1) (B).

d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t) (1) (C).

e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. Sec. 2 (t) (1) (D).

f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

g. SJECCD or COLLEGE will complete and submit the Apportionment Attendance Report (CCFS-320).

5. CCAPAGREEMENT DATA MATCH AND REPORTING

a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.

b. COLLEGE shall report all program and participating student data to the office of

the Chancellor of the California Community Colleges.

6. PRIVACY OF STUDENT RECORDS

COLLEGE and SCHOOL DISTRICT understand an agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

a. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

b. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

c. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on the CCAP Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

7. FACILITIES USE

a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS

Appendix 10: Student and Family Handbook

Student Name: _____

Student Id #: _____

CTC High School Adults

Student & Family Handbook

2025- 2026

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GENERAL INFORMATION

VISION

Educates to Transform Lives.

MISSION

Our Family Learning Center believes that teaching is an act of love through which learning is reciprocal; we develop bilingual, bi-cultural students, fully prepared to continue onto higher education and empowered to pursue their goals in a global society.

Contact information

Founded: 1986

Founder: Lidia Reguerín

School Mascot: Jaguar

School Colors: Teal, Brown, White, Grey

149 N. White Road San Jose, CA 95127

EP Main Office	**(408) 275-7191**
Attendance Office	**(408) 835-3181**
Students Services Director	**(408) 426-2106**
Academic Advisor	**(408) 590-5437**

For additional information regarding Escuela Popular Please visit our website

http://www.escuelapopular.org

Like us on Facebook

EP SCHOOL-WIDE LEARNING OUTCOMES

All EP students will RISE by being:

Responsible citizens

- who are globally aware,
- who appreciate the civic, economic, historical, and cultural perspectives of diverse people,
- who can function in a multicultural world,
- who are proud of their roots and personal value and,
- who care for the environment.

Intellectually curious and independent learners

- who achieve academic excellence through rigorous active learning,
- who use critical thinking skills to understand and solve complex problems across disciplines,
- who are able to analyze, synthesize, and evaluate.

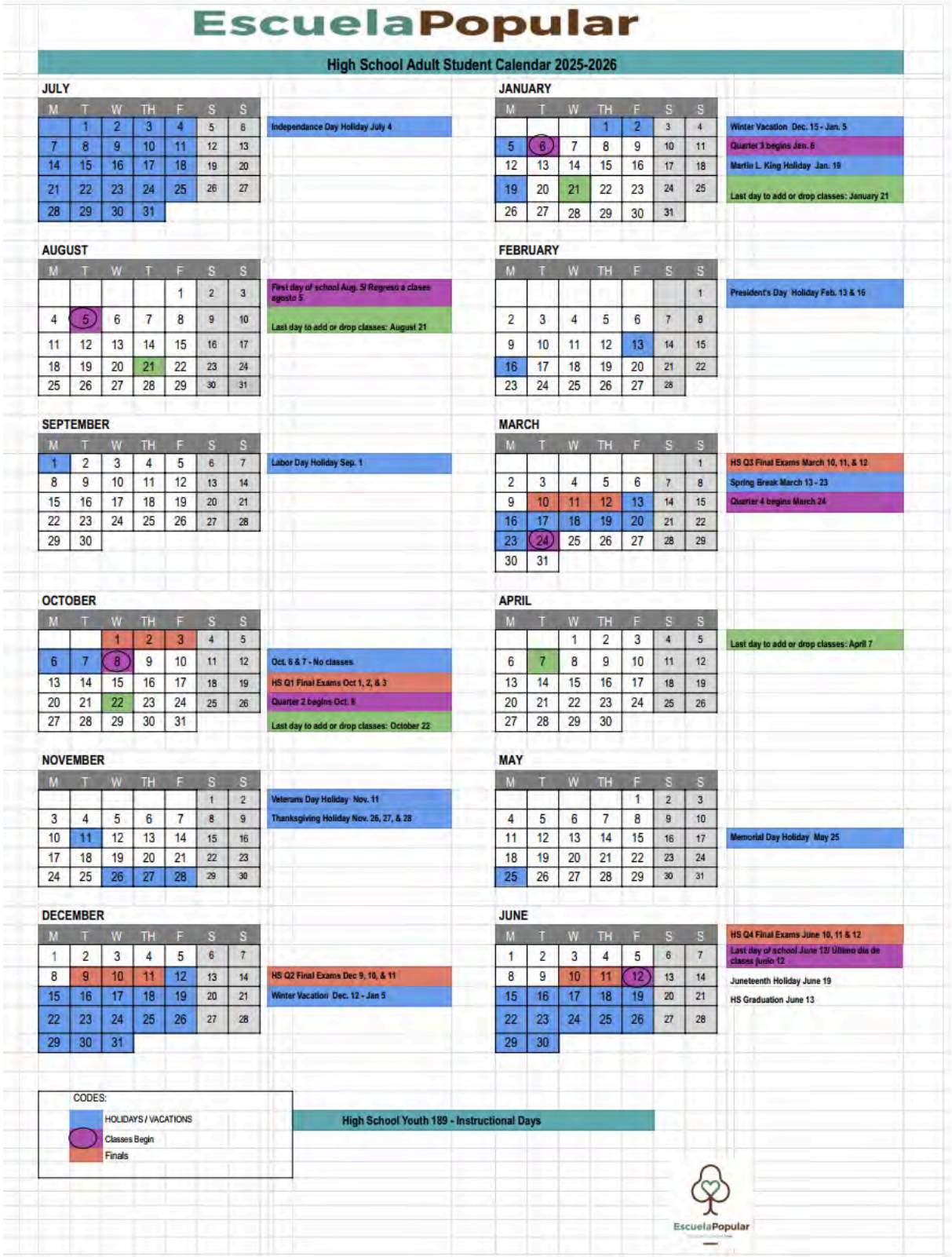
Sound healthy individuals

- who understands the importance of physical fitness, and the need for a lifestyle that is balanced intellectually, physically, and emotionally,
- who achieve well-being for themselves.

Effective bi-literate & bilingual communicators

- who can acquire information through reading and listening,
- who can write clearly and concisely,
- who can communicate ideas and thoughts in a group setting and when making presentations.

School Calendar



Bell Schedule

AM High School Adults 2025-26 (Mon, Tue, Thurs, Fri) Bell Schedule		
Start Time	End Time	Description
8:30 am	9:20 am	**Period 1**
9:20 am	9:30 am	**Brunch**
9:30 am	9:35 am	Passing
9:35 am	10:25 am	**Period 2**
10:25 am	10:30 am	Passing
10:30 am	11:20 am	**Period 3**
11:20 am	11:25 am	Passing
11:25 am	12:25 pm	**Period 4/Silent Reading**
12:25 pm	12:55 pm	**Lunch**
12:55 pm	1:00 pm	Passing
1:00 pm	1:55 pm	**Period 5**
1:55 pm	2:00 pm	Passing
2:00 pm	3:00 pm	**Period 6**

No minimum days for high school adults

AM High School Adults 2025-26 Wednesday Bell Schedule		
Start Time	End Time	Description
8:30 am	9:10 am	**Period 1**
9:10 am	9:20 am	**Brunch**
9:20 am	9:25 am	Passing
9:25 am	10:05 am	**Period 2**
10:05 am	10:10 am	Passing
10:10 am	10:55 am	**Period 3**
10:55 am	11:00 am	Passing
11:00 am	11:45 am	**Period 4**
11:45 am	11:50 am	Passing
11:50 am	12:35 pm	**Period 5**
12:35 pm	1:05 pm	**Lunch**
1:05 pm	1:10 pm	Passing
1:10 pm	3:00 pm	**Period 6**

No minimum days for high school adults

PM High School Adults 2025-26 Bell Schedule		
Start Time	End Time	Description
4:15 pm	5:10 pm	**Period 1**
5:10 pm	5:20 pm	**Break**
5:20 pm	5:25 pm	Passing
5:25 pm	6:15 pm	**Period 2**
6:15 pm	6:20 pm	Passing
6:20 pm	7:25 pm	**Period 3**
7:25 pm	7:55 pm	**Lunch**
7:55 pm	8:00 pm	Passing
8:00 pm	8:50 pm	**Period 4**
8:50 pm	8:55 pm	Passing
8:55 pm	9:45 pm	**Period 5**
9:45 pm	9:50 pm	Passing
9:50 pm	10:45 pm	**Period 6**

Attendance

It is extremely important for all students to attend school daily in order to gain the maximum benefit from his/her education and demonstrate dedication to being on track to higher education.

Regular attendance is vital to academic success. Escuela Popular students are expected to attend school every day and arrive on time for every class. The Governing Board recognizes its responsibility under the law to ensure that students attend regularly. The Board shall abide by all state attendance laws and may use appropriate legal means to correct the problems of excessive absence or truancy.

In the event that a student cannot attend school, certain absences may be excused. Absences for the following reasons may be excused: student's illness, medical appointments, jury duty, religious observance, etc. Absences may be excused up to one week after the absence occurs. In the case of consecutive absences, absences may be excused up to one week after the last consecutive absence. For students 18 and older, the students themselves may contact the school to excuse absences. The Board Attendance Policy is posted on the website.

Verification of Absence

Students must communicate with the school absences by calling (408) 835-3181 or 408-275-7191. If absences are not communicated, they will not be accurately excused, if applicable.

When reporting an absence, the following information is required:

- Full Name
- Identification Number
- Date of Absence
- Reason for absence

Excused & Unexcused Absences or Tardies

Below is the list of excused and unexcused absences. If a student is unsure if their absence will be excused, please contact the school attendance office immediately.

Excused Absences and Tardies

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health

2. Quarantine under the direction of a county or city health officer.

3. Medical, dental, optometric, or chiropractic appointments:

4. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:

    a. To access services from a victim services organization or agency.

    b. To access grief support services.

    c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

    Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. Participation in religious instruction or exercises as follows:

    a. The student shall be excused for this purpose on no more than four (4) school days per month.

7. For the purposes of jury duty in the manner provided for by law.

8. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excuse).

9. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

10. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.

11. Attendance at the student's naturalization ceremony to become a United States citizen.

12. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.

13. Authorized at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.

14. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.
15. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
16. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.

17. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A “civic or political event” includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
    a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.
    b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.

18. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student’s parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:
    a. Appearance in court.
    b. Observance of a holiday or ceremony of the pupil’s religion.
    c. Attendance at religious retreats (not to exceed one school day per semester).
    d. Attendance at an employment conference.
    e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

Unexcused Absences and Tardies

Missing or being tardy to class or school for a reason not listed above will be considered an unexcused absence or tardy.

Legally Truant

A student shall be classified as a truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Executive Director or designee

Cutting Class or School

Cutting class or any part of the school day is considered an unexcused absence. Cutting includes students who leave campus without permission at any time of the school day.

Calling the school and teacher's email

All teachers have an email account. A list of school staff email addresses are available on the Escuela Popular website. Students may also leave a message at any time with the front office, which will be delivered to the teacher at the first opportunity outside of class time. Teachers will also provide phone numbers where they can be reached. Please feel free to reach out directly to teachers or the Instructional Leader regarding a question, concern, compliment or issue.

Facility Safety

Escuela Popular will comply with education code section 47610 by using facilities that are compliant with the California Building Standards Code.

The school shall partner with the District and the City of San Jose to test sprinkler systems, fire extinguishers, and fire alarms at its facilities to ensure that they are maintained in an operable condition.

Safety Plan

Escuela Popular will adhere to a safety plan, specifically to meet the needs of the school site. The safety plan will include a comprehensive set of health, safety and risk management policies that will address, at a minimum, policies and procedures for responses to disasters and emergencies, including fires and earthquakes, blood borne pathogens,

and a policy establishing Escuela Popular as a drug, alcohol and tobacco free workplace. Instructional and administrative staff shall also receive training in emergency response including “first responder training” or its equivalent.

Student Safety

Escuela Popular has campus supervisors during school hours, however the use of the buddy system when walking is encouraged. Please communicate any activity that may appear suspicious.

Closed Campus

Escuela Popular is a closed campus; it is requested for students to limit the in and outgoing traffic. Please only do so on a limited need basis.

Tuberculosis Risk Assessment

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406. In addition, all students are required to submit proof of TB screening upon enrollment. If not available upon enrollment, students have 20 school days to submit results.

Blood Borne Pathogens

Escuela Popular shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the school. Escuela Popular has established an infectious control plan designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). Whenever exposed to blood or other body fluids through injury or accident, students, and staff should follow the latest medical protocol for disinfecting procedures.

First Aid, Illness, & Injuries

First aid kits are located in every classroom. If a student is ill or injured beyond first aid or simple comfort measures, the school will call the emergency contacts. In an emergency, appropriate action will be taken, including calling 911 for emergency assistance, and designated contact listed on the student's emergency form will be notified. It is essential that students keep the school informed of any change in address and/or telephone numbers so that a responsible party may be reached in an emergency. Emergency cards must be updated annually and if information changes, the student must come to the main office to contact the school of the changes.

Students may opt to go home and/or visit a doctor.

Administration of Medication

Escuela Popular does not have a registered nurse nor nurse's office on campus. Students needing to take prescribed medication during the school day are required to care and administer medication on their own.

The staff will NOT administer nor provide non-prescription medication such as aspirin, acetaminophen, allergy capsules, diet pills, Pepto-Bismol, etc. without medical authorization. Please do not ask any staff member.

Dress Code

Students are expected to wear appropriate clothing to school. Students may not wear clothing and/or accessories that are entirely blue or red. The following are NOT permitted: **gang-related clothing, shirts that expose the midriff, strapless shirts, blouses, or dresses, see-through blouses, shirts, pants, skirts, or dresses. Shorts, skirts, and dresses must be at least mid-tight or 4 inches above the knee.**

Physical Education

For Physical Education, students are required to dress every day for class. A t-shirt, along with shorts or sweatpants are required. Sweatshirts and sweatpants are recommended for outdoor activities during the cold weather. Appropriate shoes, high top or low top sneakers, are required.

Change in Student Information

If a student moves or changes telephone numbers, the information should be reported to the main office. This is very important in order to keep school records current. This includes change in name due to marriage or dissolution of marriage, etc. Supporting documents may be requested prior to making the change.

Schedules

If a student has questions or needs help in relation to their schedule and is taking ELD classes (levels 1A - 3B) the student can visit the main office or office # 203. If the student is taking English 1 classes and above, visit office # 103.

Schedule Changes

Academic advisors support and guide students and/or families monitor their progress on a yearly basis. Changes in schedule can occur under the following circumstances:

- Improper placement and program errors will be corrected within the first 14 days of enrolling within the quarter
- A valid need to change their schedule by dropping one course and adding another
- When availability in a particular course opens up, with academic advisor's approval. Administrator's approval is required after the 14-day deadline.

To ensure that all requests for schedule changes are processed, students must fill out the form provided by an academic advisor.

Transferability of Courses

Should the student submit a request to withdraw from the school, all courses listed on the official transcript may be transferred. It is the next school's discretion to apply the earned courses and credit as they see appropriate to their program. Courses approved by the University of California, and are A - G are transferable. The complete list of A-G approved courses are found on the University of California A-G Course List for Escuela Popular.

Parking Identifications

Personal cars driven to school require a parking identification. Students must have a current parking ID to park in the student parking lot as well as in areas outside the school. The ID's are for identification purposes. Students are expected to respect our neighbors and park appropriately, not remove garbage and recycle bins for the purpose of parking, not litter, not block driveways, not double park, not park in the spaces designated for the disabled, or reserved. There is a public parking lot available after 3:00 P.M. on the corner of White Road and Alum Rock (at James Lick High School).

Parking IDs are obtained in the Library.

Student Services Advocate

Students will find a person who can give them assistance and resources in areas such as:

- Immigration
- Traffic tickets/Violations
- Court appearances
- Loan scams

Please visit the Student Resource Advocate in Room 208 for any question, or make an appointment in the main office.

Childcare (room 305)

Parents (Students) with children in Escuela Popular Childcare Academy must never leave campus and leave children alone. The parent must always be on campus when their child is in the care of Escuela Popular. In the case of a field trip, it is the student's responsibility to inform the Childcare Teacher and Coordinator. Field Trips must be approved by the Instructional Leader.

Electronics / Cell Phone Use Policy

Escuela Popular recognizes the prevalence of cell phone use among students and respects it as a means of communication in a busy family. Students often have before and after school commitments and a cell phone enables family members to be aware of family plans. We therefore permit cell phone use before and after school and during lunch. At all other times cell phones must be in the student's backpacks, recognizing the student's responsibility for damage, loss, or theft.

Any electronic devices that disrupt the learning environment, violates school rules, or are otherwise distracting or inappropriate in a school setting may be confiscated. All emergency calls should be directed to the main office at 408-275-7191, students will be located by school staff.

Thank you for understanding and respecting the need to regulate cell phone use in school.

Valuable Personal Property

Personal property (including, but not limited to iPods, CD, MP3 players, pagers, cellular phones, and/or electronic games, etc.), are to be turned silenced, kept out of sight, and not used during the school day. Violation of this rule will result in disciplinary action and confiscation of the item(s) it interrupts the learning environment. Confiscated items will be returned to the owner at the end of the day, provided there are no concerns with the contents of the items. On a second violation, the item(s) will be confiscated after a resolution.

NOTE: Escuela Popular Charter High School is not responsible for any loss or damage to confiscated property.

Food

Food is sold in the cafeteria during the lunch and dinner breaks.

School Pictures

Individual pictures are taken during the school year for use on school issued student identification cards.

Fundraisers

The Principal must approve all fundraisers. All fundraisers must be for school-related needs.

Advertising & Flyers

All flyers must be approved by the main office. At the end of the activity, all flyers need to be removed for the responsible person of the activity.

Public Displays of Affection

Students shall refrain from displays of affection that are offensive, sexual in nature, or inappropriate for the school environment. Holding hands is permitted.

Visitors

All visitors must immediately sign in at the main office at the beginning of their visit, receive a visitor's badge, and sign out at the end of their visit. These procedures are designed to protect students and staff from unauthorized individuals. All visitors are expected to follow our school expectations and treat all students and staff with respect. To register as a visitor, the person will need to provide the following information:

- Name;
- Purpose for entering school grounds;
- Destination within the school;
- Time in and out;
- At his/her discretion the administrator or designee may also request:
- Proof of identity;
- Address;
- Occupation and company affiliation;
- Age (if less than 21);
- And any other information consistent with law.

The administrator or designee may deny visitation to any individual if they reasonably conclude that their presence would disrupt the school, students or employees, would result in damage to property, or would result in the distribution or use of a controlled substance. (Penal Code 627.4)

The administrator or designee, may request that a visitor/outsider who has failed to register, or whose registration privileges have been denied or revoked, to promptly leave school grounds. If necessary the dean or designee, may call the local police to enforce the departure of the visitor/outsider. When a visitor/outsider is directed to leave, the administrator or designee, shall inform the visitor/outsider that if they reenter the school within seven (7) days, they will be guilty of a misdemeanor and subject to a fine and/or imprisonment. (Penal Code 627.7)

Math Policy

Escuela Popular Board of Directors has established a fair, objective, and transparent protocol for placement in mathematics courses for students entering 9th grade, in order to ensure the success of every student and to meet the Legislative intent of the California Mathematics Placement Act of 2015.

This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7. The policy is posted on the website.

Placement Test Results

English Level _____

Math Level _____

Math labs approved in placement test

Math lab 1 _____

Math lab 2 _____

Math lab 3 _____

Graduation Requirements

A: History/Social Science - (30 credits), including one year of World History, one year of U.S. History, one-half year of U.S. Government, and one-half year of U.S. Economics

B: English – (40 credits) that includes frequent and regular writing, reading of classic and modern literature, and practice listening and speaking, including English 2, English 3, and English 4, with a minimum completion of English 2 and English 3.

C: Mathematics - (20 credits) that include the topics covered in Integrated Math 1 and Integrated Math 2 (three years recommended, Integrated Math 3 or Pre-Calculus)

D: Science — (20 credits) providing fundamental knowledge, including Integrated Science I and II.

E: Foreign Language or Performing Arts – One year (10 credits) of the same language other than English, Art or Dance.

F: Physical Education – (10 credits) One year of Physical Education.

G: Electives – 60 credits, Electives classes include ELD levels, math modules and other elective courses.

Total: 190 credits to obtain High school Diploma

For Students in their 3rd or 4th year: Under California Assembly Bill 104 students who, in the 2020–21 school year, were in their 3rd or 4th year of high school and who are not on track to graduate in 4 years from all coursework and other requirements adopted by the governing body of a school district are eligible to graduate by completing the minimum California state graduation requirements (130 credits total). Students who graduate under AB 104 do not have to complete additional Escuela Popular requirements of 205 for AFLC, 190 for CTC credits.

Program Progression

Pre-Grade 9 Credits: 0-36

ELD 1A-3B classes; ELD 1 and ELD 2; Math Modules; Algebra Readiness; Integrated Math; Physical Education; Foreign Language Art or any other Elective

Grade 9 Credits: 37-72

English 1; Math Modules; Algebra Readiness; Integrated Math; Physical Education; Foreign Language Art or any other Elective.

Grade 10 Credits: 73-116

English 2; Integrated Math; World History; Integrated Science I or Integrated Science II, Foreign Language Art or any other Elective course

Grade 11 Credits: 117-160

English 3; Integrated Math; US History; Integrated Science Ior Integrated Science II; Foreign Language Art or any other Elective course

Grade 12 Credits: 161+

English 4; Integrated Math; Government; Economics; Foreign Language Art or any other Elective course

Notice: This program progression is an example and varies on the individual students, based on previous education, credits earned, initial placement, etc.

Senior Activities including Graduation

All Credits and graduation requirements must be met by the "senior exit" date in order to participate in the Graduation Ceremony. Students deficient in one course, to be completed in summer or Quarter
1 after the graduation date, may participate in all activities, including Graduation.

College Entrance Requirements

Currently, English 1, 2, 3, 4, Integrated Math 1, 2, 3, Integrated Science 1, 2, Biology, Physics, and Chemistry and Spanish 1 courses are A-G approved by the University of California. Our school is in progress of developing additional A—G courses. Currently, the pathway for higher education after high school is the community college and/or private college, then transfer to a UC or CSU.

Career/College Information

The academic advisory team has a wealth of information available to students. They provide college applications, scholarship information, and applications and college testing dates. Career speakers and college representatives make appearances throughout the year. Sign-ups and announcements for these events are announced weekly in Escuela Popular Weekly Bulletin. For assistance, please call or visit the Academic Advisors in Room 202.

SARC (School Accountability Report Card)

Every school in California is required by State Law to publish a (SARC). The SARC contains information about the condition and performance of each California Public School. Under the Local Control Funding Formula (LCFF) all local educational agencies are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school specific goals for all pupils, with specific activities to address Local and State priorities. For more information see www.escuelapopular.org. A printed copy will be available upon request in the main office.

Student Study Team (SST)

A teacher may initiate a Student Study Team meeting to develop other intervention strategies. If a student has any academic concerns, they are encouraged to first speak with their classroom teacher.

If their concern continues, they may ask for an SST meeting to be held to help support their learning.
The classroom teacher must submit a SST referral.

Suspension and Expulsion Policy

A copy is available upon request in the main office.

Code of Conduct

Students show pride of themselves, their culture, and their ethnicity by doing their best, and striving for excellence at all times. Our society is multicultural, and mutual respect is important for living in peace and harmony. The Escuela Popular (EP) Code of Conduct (COC) sets out clear standards of behavior for all members of the EP community, including students, parents, teachers, and staff. The COC strives to foster a school culture in which respect, responsibility, civility, academic excellence, and appreciation of cultural heritage are held paramount. The COC seeks to teach and reinforce responsibility, rather than simply to punish problem behavior. Please refer to Escuela Popular school wide behavior expectations matrix below**.**

Escuela Popular believes that everyone can learn from their mistakes and learn to solve their own conflicts by correcting their inappropriate decisions. Additionally, EP believes that every inappropriate decision has a consequence that functions as a way to teach wanted behavior that applies to each specific case. Consequences may include (they are not in specific order):

- Verbal warning
- Writing a letter of apology
- Participating in school community service/repairing any damage they have caused
- Being removed from a given situation (reflection time, etc.)
- Completing a behavior reflection to be discussed with Student Support team member
- Student/Teacher/Administrator conference
- Being placed on a safety/behavior plan or academic contract
- Suspension
- Expulsion

COC Advisory Group

In the event that a particular student exhibits a problem behavior that has become chronic, or is otherwise very serious, and the issue must be elevated to the level of administration, a meeting of the COC Advisory Group will be held. The COC Advisory is a group composed of EP stakeholders who will examine a student's case and make

recommendations to the principal regarding how best to resolve a student's unwanted behavior. Such recommendations may include, but are not limited to: tutoring, community service, or teaching appropriate behavior. The final decision as to how to handle a student's situation rests with the principal.

Email Accounts

Students will receive a school email account once they have completed the registration process. Assigned email accounts can only be used for educational purposes. If a student is withdrawn from the program, the school email account will be deactivated.

	Restrooms	Common areas	Cafeteria	Hallway	Classroom
Be safe	Be Sanitary. Keep hands, feet and objects to self. Report problems and concerns to staff.	Keep out of others personal space. Use equipment properly. Inform staff of any suspicious activity. Use appropriate language.	Walk all the time. Consult staff to avoid conflicts. Enter and exit in an orderly manner.	Walk all the time. Stay to the right. Hands and feet to self.	Enter & exit in an orderly manner. Stay in your own personal space. Use classroom equipment properly. Maintain a clutter-free environment. Know the evacuation route and safety procedures.
Be Respectul	Keep the environment clean and graffiti free. Be mindful of personal space.	Monitor tone and language. Leave the area clean. Give others a helping hand as needed. Park in assigned areas. Respect parking lot rules.	Use good manners. Eat only food that belongs to you. Use appropriate language with an indoor voice.	Use a quiet voice. Honor the learning environment and display work. Monitor tone and language. Keep all doorways and hallways free and clear.	Listen when others are speaking. Take care of school, classroom and other property. Use appropriate language and tone. Treat others, in the best manner. Eating is not permitted.
Be Responsible	Have a pass. Take care of business. Flush please. Wash hands. Use restrooms during passing periods.	Follow staff instructions/ directions. Keep track of belongings. Obey all school rules and state traffic laws.	Be prepared for after lunch classes. Leave the lunch area clean. Respond to quiet signals.	Take responsibility for your own actions. Keep our building clean.	Arrive to class on time and be prepared. Participate in class and do your best. Complete all required work. Use time wisely.
Be Aware	Use only the amount of toilet paper/paper towel you need.	Use appropriate recycle bins. Pick up garbage. Keep vehicles in good condition.	Put containers in the correct recycling bins.	Pick up garbage.	Reduce the use of paper products.

APPENDIX A: ANNUAL NOTICES

Animal Dissections

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a signed written statement, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

Availability of Prospectus

Upon request, the Charter School will make available to any student, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school seniors by Oct. 1 of each year, unless the student (if the student is 18 years of age or older) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student has opted out by or before February 1.

Campus Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.
This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.
A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.
Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.
The California Department of Public Health ("CDPH") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.
Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch can be found here.

Information Regarding Financial Aid

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12th grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
    - https://studentaid.gov/h/apply-for-aid/fafsa

- The California Dream Act Application and information regarding the California Dream Act is available at:
    - https://www.csac.ca.gov/post/resources-california-dream-act-application

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. Adult students have the right to opt out from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request for opt out, you will be included in the instruction.

Information and materials for students about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

Lost or Damaged School Property

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the adult student is liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student is unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

Mental Health Services

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available on Campus:

- School-based counseling services – you are encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at 408-426-2106. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe you may have a disability, you are encouraged to directly contact Rutilo Alonso Bucio at 408-593-0806 to request an evaluation.

Available in the Community:

- CHC
  2280 Kenwood Avenue, San Jose, CA 95128 | (408) 831-7512

- Santa Clara County Mental Health
  1075 E Santa Clara St, San Jose, CA 95116 | (408) 792-2100

- Alum Rock Counseling Center
  1245 E Santa Clara St, San Jose, CA 95116 | (408) 294-0500

- NAMI
  1150 S Bascom Ave #24, San Jose, CA 95128 | (408) 453-0400

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit** https://www.thetrevorproject.org/**.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.

Nondiscrimination Statement

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”).

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School’s charter and relevant policies.

The Charter School does not request nor require student records prior to a student’s enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link: https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Olivia Cortes
Principal
149 N. White Road, San Jose, CA 95127
(408) 275-7191
oliviacortes@escuelapopular.org

The lack of English language skills will not be a barrier to admission or participation in the Charter School's programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and re-enrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Olivia Cortes
Principal
149 N. White Road, San Jose, CA 95127
(408) 275-7191

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily**

prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

School Bus and Passenger Safety

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the main office.

School Safety Plan and Asbestos Management Plan

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office.

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office. The following asbestos-related activities are planned or in progress at the Charter School: no such activities are planned or in progress for the current school year.

Section 504

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director. A copy of the Charter School's Section 504 policies and procedures is available upon request at the main office.

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 9-12. An adult student has the right to opt out from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Students may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse themselves from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 9-12. A passive consent ("opt-out") process is available. Students shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to opt out from the test, questionnaire, or survey, and informed that in order to opt out they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student excusing the student from participation. An alternative educational activity shall be made available to students who have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the El Dorado County SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Rutilo Alonso, Special Education Coordinator, 408-593-0806.

Student Records, including Records Challenges and Directory Information

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to

the Charter School Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Executive Director or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Executive Director must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from a student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;

3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. Student's address
3. Parent's/guardian's address
4. Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment.

Please notify the Principal at: Olivia Cortes, 408-426-6586. A copy of the complete Policy is available upon request at the main office.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"[1]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[2]) and will:

1) Be used to provide pupils and families with direct access to online tools and resources.
2) Enable a pupil to transmit information shared with the CCGI to both of the following:
    a. Postsecondary educational institutions for purposes of admissions and academic placement.
    b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

[1] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.
[2] CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

Uniform Complaint Procedure ("UCP")

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

    - Accommodations for Pregnant, Parenting or Lactating Students;
    - Adult Education;
    - After School Education and Safety
    - Agricultural Career Technical Education
    - Career Technical and Technical Education and Career Technical and Technical Training Programs;
    - Child Care and Development Programs
    - Compensatory Education
    - Consolidated Categorical Aid programs
    - Course Periods without Educational Content
    - Discrimination, harassment, intimidation, or bullying against any protected group as
        - identified under Education Code (EC) sections 200 and 220 and Government Code
        - Section 11135, including any actual or perceived characteristic as set forth in Penal
        - Code Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
    - Educational and graduation requirements for pupils in foster care, pupils who are
        - homeless, pupils from military families and pupils formerly in Juvenile Court now
        - enrolled in a school district
    - Every Student Succeeds Act
    - Local control and accountability plans (LCAP)
    - Migrant Education
    - Physical Education Instructional Minutes
    - Pupil Fees

- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- School Site Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- And any other state or federal educational program the State Superintendent of Public
- Instruction (SSPI) of the California Department of Education (CDE) or designee deems
- appropriate

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

    - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
    - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Principal or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Olivia Cortes
Principal
149 N. White Road, San Jose, CA 95127
(408) 275-7191
oliviacortes@escuelapopular.org

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.

4. The legal conclusion in the Charter School's Decision is inconsistent with the law.

5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is

applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

APPENDIX B: COMPLETE POLICIES

Title IX Policy Prohibiting Discrimination On The Basis Of Sex

For a complete Title IX policy please visit our websiate at: www.escuelapopular.org

Title IX Coordinator

The Board of Directors of Charter School ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Lucero Arellano
Student Services Director
149 N. White Rd., San Jose, CA., 95127
Office 102
408-426-2106
lucero@escuelapopular.org

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Berenice Castro
149 N. White Rd., San Jose, CA., 95127
Inside Room 708
408-375-0631
berenicecastro@escuelapopular.org

Professional Boundaries Policy

Boundaries Defined

For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries

of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member's perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction. Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that they not be touched, then that request must be honored. Violations could subject the teacher or staff member discipline up to and including termination. Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.

Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Principal along with the rationale therefore.
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)

- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity

which must include another educator, parent, or designated school volunteer

- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

Acceptable Behaviors

- Pats on the shoulder or back
- Handshakes
- "High-fives" and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parents written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries,

including touching legs, or buttocks, frontal hugs, kissing, or caressing

- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Preventing a pupil from committing an act of vandalism
- Forcing a pupil to give up a weapon or dangerous object
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, they must report the suspicion to the Executive Director promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

The Executive Director will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as they deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Executive Director shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

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

Student Commitment Agreement

1. I agree to do whatever it takes to prepare myself academically and personally to excel in all aspects of life and to continue on to higher education. I understand that I will have to attend school daily, complete all homework, and may be required to attend programs, such as: before and after school tutoring, Saturday school tutoring, support classes, etc., as needed in order to acquire the necessary skills to ensure my success.
2. I agree to take all the state tests required. I understand that it is my responsibility as a student to participate in all the mandatory testing administrations and do the best of my ability to demonstrate my academic progress.
3. I will be open to trying new ideas, activities, and challenges. I will be given the opportunity to give input, ideas, and suggestions to improve the school and plan student activities.
4. The student commitment includes the behavior and dress codes. I acknowledge that I understand the Code of Conduct Behavioral Expectations and will abide by expectations at school and at home and will work to ensure that others meet those expectations as well.

I have read this agreement and will follow each of the points to the very best of my ability.

_____ _____ _____

Name Signature Date

Appendix 11: Professional Development Collaboration Meeting Schedule

2025-2026 Professional Development Collaboration Schedule

This is a live PD plan, we have been working very hard to make changes aligned to our target areas, LCAP, SWAP, Early Literacy Plan, Target Monitoring Plan, and Charter Petition. We will continue breaking every session down into objectives, focus areas, and tasks.

Objective:

Enhance teachers' ability to analyze student achievement data and analyze student work to guide instruction, implement effective differentiation strategies for English learners, and utilize a comprehensive intervention toolbox to support student success.

	-Collaboration is 3:00 -- 4:30 P.M. each Wednesday, except on holidays. Additional in-service days are part of a different document. --Clusters/NWEA Analysis --Clusters/Grade-levels/SpEd Training --Departments/PBIS-grade-spans --HS/DL Community Meetings				
Date	**Instruction (HS)**	**Instruction (DL)**	**Resource (SpEd)**	**Childcare**	**Board Meetings**
IN-SERVICE 8/1					
IN-SERVICE 8/4					
August 6, 2025	SafeSchools Online Trainings & Google Classroom set-up	SafeSchools Online Trainings & Google Classroom set-up	Safe Schools Online Trainings	Safe Schools Online Trainings	EP Board Meetings are set to start at 3:00pm and take place at: Escuela Popular 149 N. White Road, San Jose CA 95127
August 13, 2025	SafeSchools In-PersonTrainings & Google Classroom set-up	SafeSchools In-PersonTrainings & Google Classroom set-up	SafeSchools In-PersonTrainings & Google Classroom set-up	SafeSchools In-PersonTrainings & Google Classroom set-up	Agendas will be posted publicly prior to the meetings. Special Board Meetings may be called outside of the dates listed below.
August 20, 2025	SafeSchools Online Trainings & Google Classroom set-up	SafeSchools Online Trainings	SafeSchools Online Trainings	SafeSchools Online Trainings	
August 27, 2025	SafeSchools Online Trainings & Google Classroom set-up	SafeSchools Online Trainings, Classroom managment and routines	Safe Schools Online Trainings Online Training	SafeSchools Online Trainings	
September 3, 2025	**Whole School Meeting- Alignment of 2025-2026 Goals and Focus Areas**			Professional Development	

September 10, 2025	Fun with Data: ELPAC Analysis (All AFLC teachers and PM Core teachers) CTC ELD Career: Common Assesments	TK-5th: Fun with Data: ELPAC Analysis Middle Schoo: Fun with Data: ELPAC Analysis	un with Data	PD - Doll Making	
September 17, 2025	Department Meeting. (Science and Math Departments: Climate Change Training)	TK-2nd Meeting: Power School Middle School Meeting: Common Grading Proficiencies. (Middle School Science/Math and 3rd-5th grades: Climate Change Training)	Department Meeting	Planning/PD - The importance of being present in the child development stages /Announcements	
September 24, 2025	PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core)-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	PD: Writing Workshop Middles School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	Children's Progress Report Preparation	
October 1, 2025	Grading	TK-8th Complete Progress Reports	Teachers/Service Providers- Planning	Q1 Parent -Teachers Conferences	
IN-SERVICE 10/6	In-Service (Q1 Final Grades Due)	Parent-Teacher Conference	IEP- Paperwork & Service Tracker	Professional Development LifeWays Mentors (Cecilia Gobbee)	
IN-SERVICE 10/7	In-Service	Parent-Teacher Conference	IEP- Paperwork & Service Tracker	Planning	
October 8, 2025	Department Meetings	TK-5TH Meeting Middle School Meeting	Department Meeting	Dolls	
October 15, 2025	PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core)-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	PD: Writing Workshop Middles School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	Professional Development: The Laws of Childhood Helmut von Kügelgen.	

October 22, 2025	Course Level Clusters Meetings	Student Services PD	Department Meeting	Professional Development: The Stages of Early Childhood Development, Freya Jaffe	
October 29, 2025	Student Services PD	Fall Festival	Fall Festival	Fall Festival	
November 5, 2025	Department Meetings	SPED- Teachers fill out Progress Reports 1st hr: K-5th 2nd hr: 6th- 8th & H.S.	SPED- Teachers fill out Progress Reports 1st hr: K-5th 2nd hr: 6th-8th & H.S.	Professional Development: The Vital Role of Play in Early Childhood Education Joan Almon	
November 12, 2025	Run Hide Defend Training	Run Hide Defend Training	Progress Reports- Service providers	Professional Development: Waldorf Kindergarten: The World of Early Childhood Roberto Trostli/Professional Development: Essential Concepts of Waldorf Preschool Education Susan Howard	
November 19, 2025	PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core)-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	PD: Writing Workshop Middles School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	Professional Development: Essential Concepts of Waldorf Preschool Education Susan Howard	
December 3, 2025	ment Meetings	TK-5TH Meeting **Middle School Meeting- Air Quality Cross Curricular Project Teacher Training**	PD: Writing Workshop Middles School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	Children's Progress Report Preparation Q2 25-26	

December 10, 2025	**les** PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core)-4:30 PM- Clusters CTC ELD : Final grades (3:00-4:30 PM)	**TK-8th Complete Grade Reports.** PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	Progress Reports Due for SEIS submission	Progress Reports Due for SEIS submission	
IN-SERVICE 12/12	In-Service (Q2 Final Grades Due)	Parent-Teacher Conference	IEP Paperwork & Service Tracking	Planning/Classroom Preparation Q3 25-26/Open House	
IN-SERVICE 1/05	In-Service	Parent-Teacher Conference	IEP Paperwork & Service Tracking	Professional Development LifeWays Mentors	
January 7, 2026	Department Meetings	TK-5TH Meeting Middle School Meeting	Leveraging Classroom Based Service Delivery	"NAEYC"	
January 14, 2026	PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core)-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	PD: Writing Workshop Middles School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	Planning XX Parent Conference and Open House 2026	
January 21, 2026	Student Services PD Topic: Harm Reduction (Education & Prevention of Drugs and Alcohol) 3-4:30 PM By Q Curtner	PD Student Services PD Topic: Harm Reduction (Education & Prevention of Drugs and Alcohol) 2-3:30 PM By Q Curtner	Student Services PD Topic: Harm Reduction (Education & Prevention of Drugs and Alcohol) 3-4:30 PM By Q Curtner	Planning XX Parent Conference and Open House 2026	
January 28, 2026	Course Level Clusters Meetings	TK-5TH Meeting Middle School Meeting	Paraeducators: Classroom Strategies	Preparation for XX Parent Conference and Open House 2026	

February 4, 2026	Department Meetings	TK-5TH Meeting: Middle School Meeting:	Augmentative and Alternative Communication (AAC) in the Classroom	Wrapping up for XX Parent Conference and Open House 2026	
February 11, 2026	Course Level Clusters Meetings	TK-5TH Meeting Middle School Meeting		"Classroom Leaders Meeting"	EP Board Meeting on Monday, February 9, 2026
February 18, 2026	PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core 30-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	**Planning/Commetees for Childcare Academy Promotion in 2026**	
February 25, 2026	**Whole School Meeting-LCAP Goals**				
March 4, 2026	Department Meetings	TK-5TH Meeting Middle School Meeting	IEP Paperwork/ Servicve Tracking	Children's Progress Report Preparation Q3 25-26	
March 11, 2026	Final Grades	Progress Reports	Verbal De-escalation: Strategies for the School Setting Part 1	**Q3 Parent -Teachers Conferences & Q4 25-26 Planning**	
IN-SERVICE 03/13	In-Service (Q3 Final Graded Due)	Parent-Teacher Conference	IEP Paperwork/ Servicve Tracking	Preparation for Childcare Academy Promotion 25-26	
IN-SERVICE 03/23	In-Service	Parent-Teacher Conference	IEP Paperwork/ Servicve Tracking	Professional Development LifeWays Mentors	
March 25, 2026	PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core 0-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	PD: Writing Workshop Middles School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	Preparation for Childcare Academy Promotion 25-26	
April 1, 2026	Department Meetings	TK-5TH Meeting: Middle School Meeting:		Preparation for Childcare Academy Promotion 25-26	

April 8, 2026	Student Services PD	Student Services PD		Preparation for Childcare Academy Promotion 25-26	
April 15, 2026	Course Level Clusters Meetings	TK-5TH Meeting: Middle School Meeting:	Progress Reports- include service providers	Wrapping up for Childcare Academy Promotion 25-26	
April 22, 2026	PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core)-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	PD: Writing Workshop Middles School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 HS- 3:00-3:30 PM	Preparation for Childcare Academy Promotion 2026	EP Board Meeting on Monday , April 13, 2026
April 29, 2026	Department Meetings	SPED- Teachers fill out Progress Reports 1st hr: K-4th 2nd hr:5th-8th & H.S.	SPED- Teachers fill out Progress Reports 1st hr: K-4th 2nd hr: 5th-8th & H.S.	"Classroom Leaders Meeting"	
May 6, 2026	Department Meetings	TK-5TH Meeting: Middle School Meeting:	Differentiating for English Learners/Multilingual Learners Pt. 5	Professional Development	
May 13, 2026	Teachers/Staff Appreciation				
May 20, 2026	**Whole School Meeting-LCAP Goals**		Whole School Meeting- LCAP	Children's Progress Report Preparation Q4 25-26	

May 27, 2026	l Grades (AFLC) PD: Writing Workshop 3:00-3:30 PM (All AFLC teachers and PM Core)-4:30 PM- Clusters CTC ELD Career: Common Assesments/Planning (3:00-4:30 PM)	End of year prep/Report Cards PD: Writing Workshop Middle School: 2:30-3:00 PM. TK-2nd- 3:30-4:00 PM. 3rd-5th: 4:00-4:30 PM	Sped teacher/Service Provider- wrap up meeting	Children observations/Evaluations	EP Board Meeting on Monday , May 18, 2026
IN-SERVICE 05/29	Final Grades Submission (AFLC)/End of year Clean-up	End of year Clean-up/Report Cards	IEP Paperwork/Service Tracking	N/A	
June 3, 2026	Cluster Meetings			Professional Development	
June 10, 2026	Final Grades			Professional Development	
CTC IN-SERVICE 06/15	Final Grades/End of year Clean-up			Furniture Declutter/Deep cleaning /School Year Closing Meeting	
May 22nd 5th grade promotion /May 29th Kinder promotion 9am; 8th grade promotion 1pm . June 13th, HS Graduation				May 8 **Childcare Promotion**	
Summer school: TBD	**Summer School**				EP Board Meeting on Tuesday, June 15, 2026
This PD Collaboration schedule is subject to changed based on school priorities.					

Appendix 12: Instructional Minutes Certification

Preparing every student to thrive in a global society.

Charter School Instructional Minutes Certification

Please provide a certification that charter school meets the Instructional Minutes requirements for year 2025-26 as per California Education Code on the following lines.

This is to certify that Charter School is in compliance with California Education Code on the instructional minutes requirements as below.

Charter School Name: Escuela Popular CTC

Total Days of Instruction in 2025 -26: 189

Total Instructional Minutes in 2025-26: 9th - 12th grade= 66,150

Signature of Charter Principal/Director: _____

Date: 05/30/2025

Appendix 13: SEIS Report of Students and Services Provided

1 record

SEIS ID	Last Name	First Name	Date of Birth	School of Attendance
2590898	[redacted]	[redacted]	06/09/2005	Escuela Popular Center for Trainings and Careers

Appendix 14: EDCOE SELPA Letter of Good Standing

October 24, 2025

Patricia Reguerin
Executive Director
149 North White Road
San Jose, CA 95127

Sent via Email

Re: Escuela Popular/Center for Training and Careers, Family Learning – CDS # 43-69427-0107151

To whom it may concern,

Escuela Popular/Center for Training and Careers, Family Learning has been a member of the El Dorado County Charter SELPA since July 2016. Escuela Popular/Center for Training and Careers, Family Learning is a member in good standing and has demonstrated the commitment and capacity to function as a LEA for special education services.

Please contact me if you have any questions.

Sincerely,

Ginese Quann
Assistant Superintendent

GQ:lc

cc: Glenn Vander Zee, Superintendent, East Side Union High

Appendix 15: Special Education Service Provider Contracts

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2025-26

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Contract Year: 2025-2026 Contract Number:

LEA: _Escuela Popular_____ _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Ed Sped Solutions, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY MASTER CONTRACT

1) GENERAL PROVISIONS

a) This Master Contract is entered into this 1st day of July, between the Escuela Popular (hereinafter referred to as "LEA") and Ed Sped Solutions, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)

b) The Collaborative**:** The Bay Area Collaborative represents fourteen (14) SELPAs and member nonpublic schools (NPS) and nonpublic agencies (NPA (Collectively NPS/A) (see https://www.solanocountyselpa.net/governance/bac for a complete listing and contact information). NPS/A that are contracting within one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPS/As with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area

SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

c) NPA/Ss that are not a member of the Bay Area Collaborative should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.

d) Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORs shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by March 1 of the preceding year.

e) The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.

f) Upon CONTRACTOR's acceptance of a student referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the student's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the student's ISA, CONTRACTOR acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA students by CONTRACTOR. The ISA shall be executed within ninety (90) days of an LEA student's enrollment. (Education Code Section 56366(c)(1)) LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this Master Contract or of any Individual Services Agreement.

g) Unless placement and or services are made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP

team meeting is convened, the IEP team determines that an NPS placement is appropriate, and the IEP is signed by the student's parent.

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

a) The term "CONTRACTOR" means an NPS/A certified by the California Department of Education and its officers, agents, and employees.

b) The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c) The term "credential" means a valid credential, life diploma, permit, a county office of education Temporary County Certificate or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d) The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

    i) Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.

e) The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a

license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f) Parent means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g) The term "days" means calendar days unless otherwise specified.

h) The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

    i) The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

i) It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

3) TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026. If the subsequent Master Contract has not been executed prior to June 30, 2026, this Contract shall remain in force and effect until terminated as provided herein or a new Master Contract is executed.

4) CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as an NPS/A. All NPS/A services shall be provided consistent with the

area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a non-public school or agency outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

a) If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

b) A current copy of CONTRACTOR's licenses and NPS/A certifications, or a validly issued waiver of any such certification must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.

c) Notwithstanding the foregoing, if current (re)certification documents are not available through no fault of the NPS/A, this Master Contract shall remain in effect until such documents are made available to the NPS/A, which shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A. The NPS/A shall, within five (5) business days of any change in the status of its approved capacity to serve a specific number of students notify the LEA of the change.

5) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

a) During the term of this Master Contract the CONTRACTOR and the LEA shall comply with all applicable federal and state laws and regulations relating to the provision of special education and related services, and facilities for individuals with exceptional needs.

b) CONTRACTOR shall also comply with all applicable policies pursuant to the Local Plan, unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

c) CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable LEA policies and shall indemnify LEA under the provisions of section 16 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with LEA policies.

d) The CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA pupil enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

6) RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

CONTRACTOR and LEA acknowledge and understands that either party may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE NPS/A certification pursuant to California Education Code section 56366.4(a) or action by the CDE against the LEA.

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

a) This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. Upon written request, LEA agrees to make all of its policies and procedures available to CONTRACTOR, either electronically or by hard copy. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement with respect to the terms set forth in this Master Contract. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

b) CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

c) At a minimum, such information shall include current copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

8) INDIVIDUAL SERVICE AGREEMENT

a) This contract shall include an Individual Service Agreement (ISA) developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).

b) ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students, until such time as a new Master Contract is executed.

c) Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP/IFSP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.

d) Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

e) If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the California Office of Administrative Hearings (hereinafter referred to as "OAH"), CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

f) Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the local SELPA office prior to appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366 (C) (2).

ADMINISTRATION OF CONTRACT

9) NOTICES

All notices provided for by this contract shall be in writing. Notices shall be faxed, emailed with verification of receipt, mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to both:

Name _____	Name _____
LEA _____	LEA _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
Phone _____	Phone _____

Notices to CONTRACTOR shall be addressed as indicated on signature page.

10) MAINTENANCE OF RECORDS

a) All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with Education Code 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws of current board of directors/trustees, if applicable; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

b) CONTRACTOR shall maintain LEA electronic and physical student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record (California Education Code Section 49064). Such logs shall be maintained as required and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the LEA student's record, and a description of the record(s) provided. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record (Education Code Section 49064). CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records to LEA within five (5) business days. These records shall include, but not be limited to, the LEA student's current transcripts, IEP/IFSPs, , BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

11) SEVERABILITY CLAUSE

If any provision or portion of a provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

12) SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assignees. Contractor shall notify the LEA within 30 days of any change of ownership or corporate control.

13) VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the LEA is located.

14) MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

15) TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

This Master Contract may be terminated with or without cause by either the CONTRACTOR or LEA. To terminate the Master Contract either party shall give no less than twenty (20) calendar days prior written notice (California Education Code Section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) calendar days prior written notice (refer to Section 7).

In the event of the closure of a non-public school or agency, the LEA will be given as much notice as is reasonably possible.

16) INSURANCE

a) CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

b) Prior to final approval of this Master Contract, CONTRACTOR shall deliver to the LEA a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. If at any time said policies of insurance lapse or become canceled, this MASTER CONTRACT shall become void. The acceptance by LEA of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR.

c) Insurance coverage shall be at least as broad as:

    i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

    ii) Insurance Services Office form number CA 0001 (Ed. 1/2010) covering Automobile Liability, code 1 (any auto).

iii) Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of $2,000,000/$2,000,000/$2,000,000.

d) CONTRACTOR shall maintain limits of insurance no less than:

	Agencies with 1-5 providers	Agencies with 6+ providers and non-public school	Residential
General Liability			
Per occurrence	$1,000,000	$2,000,000	$3,000,000
Fire damage	$500,000	$500,000	$500,000
Medical expenses	$5,000	5,000	5,000
Personal and adv. Injury	$1,000,000	$1,000,000	$1,000,000
General aggregate	$1,000,000	$2,000,000	$6,000,000
Business Auto Liability combined single limit	$2,000,000	$2,000,000	$2,000,000
Professional Liability/Errors and Omissions coverage not to exclude sexual molestation and abuse coverage unless that coverage is afforded elsewhere in the commercial general liability insurance			
Per Claim	$2,000,000	$2,000,000	$3,000,000
General Aggregate	$3,000,000	$3,000,000	$6,000,000
Workers Compensation	Statutory Limit	Statutory Limit	Statutory Limit
Employers Liability	$2,000,000	$2,000,000	$2,000,000

e) For all insurance coverage procured by CONTRACTOR, the following terms apply:

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

ii) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a) The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
b) For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, re-duced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

f) Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

g) The CONTRACTOR shall furnish the LEA with original or photocopies of endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance shall reference the contract number, the name of school or agency submitting the contract number, the name of school or agency submitting the certificate, an indication if the school or agency is an NPS or NPA, and the location of the school or agency submitting the certificate.

h) If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17) INDEMNIFICATION AND HOLD HARMLESS

a) CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was caused, in whole or in part, by negligence, intentional act or willful misconduct of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR.

b) LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the gross negligence or willful act of LEA, including, without limitation, its agents, employees, subcontracts or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR indemnities).

c) LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

18) INDEPENDENT CONTRACTOR

This Master Contract is by and between two independent entities that have an independent contractual relationship. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the LEA and CONTRACTOR and any of their employees, agents, affiliates or other representatives, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any

expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

19) SUBCONTRACTING

a) CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall enter into an initial subcontract only with a provider who is certified as an NPS/A to delivery any of the instructional or related services contemplated under this Master Contract. The LEA and the CONTRACTOR shall maintain a copy of the written approval. CONTRACTOR shall provide all required clearances for its employees, including, but not limited to fingerprint requirements, and tuberculosis. When subcontracting with an NPA, CONTRACTOR shall not charge LEA a higher rate than its own approved collaborative rate.

b) Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 16. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance affecting coverage required by Section 16. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by this Master Contract. All subcontractors must meet the requirements as contained in Section 46 Fingerprint Clearance Requirements and Section 47 Staff Qualifications of this Master Contract.

20) CONFLICTS OF INTEREST

a) CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.

b) LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or

whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

21) NON-DISCRIMINATION

CONTRACTOR and LEA programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

a) LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is an NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP/IFSP (California Education Code Section 56366.10(a)).

b) Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities, as specified in the LEA student's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).

c) Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA student's IEP/IFSP and ISA.

23) GENERAL PROGRAM OF INSTRUCTION

a) General Program

i) All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.

ii) When CONTRACTOR is an NPS, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP/IFSP and ISA. The State Standards and coursework selected for each student shall be aligned with the student's IEP/IFSP to meet the individual student's needs.

iii) LEA students shall have access to the following educational materials, services, and programs that are consistent with each student's individualized educational program: (a) For kindergarten and grades 1-8 inclusive, state adopted Common Core State Standards ("CCSS") for curriculum and instructional materials; and for grades 9-12 inclusive, standards-aligned, core curriculum and instructional materials used by an LEA that contracts with the non-public, non-sectarian school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling (California Education Code 56366.10). CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA within 5 days upon request.

iv) When NPS CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of diploma requirements. When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and provided as specified in the LEA student's IEP/IFSP and ISA. The NPA providing Behavior Intervention Development services shall review or develop a written plan that

specifies the nature of its' NPA service for each LEA pupil within thirty (30) days of enrollment which shall be available upon request. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present at the IEP meeting held to review and approve the plan. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a Board Certified Behavior Analyst, or an appropriately trained professional.

v) Except for emergency situations requiring a change of location in order to continue the education of LEA students, school-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP/IFSP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of, or the prior written consent of a parent, guardian or adult caregiver during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

b) Transportation Services:

i) In the event that transportation services for a student served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled to withhold both the transportation charges themselves and such additional amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or

equipment owned, leased or contracted through the LEA unless expressly provided in the Individual Services Agreement for the student transported.

ii) When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

c) Assistive Technology (AT), Augmentative and Alternative Communication (AAC) equipment and classroom technology:
   i) Provision, repair, and/or replacement of AT and AAC devices specified on the IEP are the responsibility of the LEA.

   ii) Provision, repair, and/or replacement of technology devices made available to all students by the NPS for general access (not specific to an IEP) are the responsibility of the NPS.

24) INSTRUCTIONAL MINUTES

a) When CONTRACTOR is an NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools, unless otherwise specified in the student's IEP/IFSP, and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.

b) For NPS students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP/IFSP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least the minimum as specified in Education Code Sections 46110-46147, and in no case will be less than the amount as specified in the IEP/IFSP. In addition, the total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP/IFSP.

c) When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.

25) CLASS SIZE

a) When CONTRACTOR is an NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) pupils. Each classroom with 2 or more students shall be assigned at least one paraprofessional. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1

teacher to sixteen (16) pupils when necessary to provide services to pupils with disabilities. For any billing period where the class size has exceeded sixteen (16) students for five consecutive school days, the CONTRACTOR shall have a 10% decrease in its approved daily rate for those LEA students that exceeded sixteen (16), for those days (over five).

b) In the event an NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of student by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

c) CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

26) CALENDARS

a) When CONTRACTOR is a Non-Public School, the CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days for the regular school year, plus extended school year billable days as determined by the IEP/IFSP team ((34 CFR § Section 300.106); a minimum of 20 instructional days (excluding July 4th). Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each student. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students IEP/IFSP, educational services shall occur at the school site.

b) When CONTRACTOR is an NPA, CONTRACTOR shall be provided with a LEA developed/approved calendar; CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar, or as specified in the LEA pupil's IEP/IFSP and ISA. Unless otherwise specified in the LEA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP/IFSP and ISA.

c) CONTRACTOR shall identify at least five (5) "emergency days" in their calendar to be used as regular school days during school closure when no attendance waiver is approved by the CDE.

27) DATA REPORTING

a) CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format require by the LEA. CONTRACTOR shall provide the LEA with invoices, attendance reports and progress reports for LEA students enrolled in CONTRACTOR's NPS/A.

b) Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include, in this monthly report, incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

c) The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS-provided forms at their discretion.

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

a) CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") placement options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

b) CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and that may be necessary to enable students to transition to less restrictive settings. The District has the responsibility to determine the offer of FAPE in the Least Restrictive Environment.

c) When an IEP/IFSP team has determined that an LEA student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommendations to support the transition.

29) STATEWIDE ACHIEVEMENT TESTING

a) When CONTRACTOR is an NPS, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment

instruments), the Fitness Gram, English Language Proficiency Assessment for California (ELPAC) the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"),, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. In the event the LEA requests that the NPS administer the assessments, NPS staff will be trained by a contracting LEA in the administration of all State-wide assessments in accordance with the guidelines of Ed Code 56385. Verification of training will be maintained with CONTRACTOR.

b) NPS CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested, as determined by the student's IEP, by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A). Test results shall be made available to the CONTRACTOR by the LEA, if the results are not sent to the CONTRACTOR by the test publisher or CDE.

c) LEA shall provide NPS with the SSID for each LEA student. LEA shall cooperate with CONTRACTOR to accommodate CONTRACTOR's testing window. (Education Code Section 56366(a)(8)(B))

30) ATTENDANCE AT DISTRICT MANDATED MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s). After attending one meeting during the school year (including Extended School Year), upon request, a CONTRACTOR who is providing NPA services may request payment for services for attending any additional meetings mandated by the LEA. The request for payment will be at the CONTRACTOR'S agreed upon hourly rate.

31) POSITIVE BEHAVIOR INTERVENTIONS

a) CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP) team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral

interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals. NPS site based staff and relevant NPA staff will be trained in positive behavior strategies prior to working with students.

b) CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and BERs. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population as related to appropriate behavior management strategies. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request. This training shall include, but not be limited to:
    i) Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.
    ii) How to understand and address challenging behaviors, including evidence-based strategies for preventing those behaviors.
    iii) Evidence-based interventions for reducing and replacing challenging behaviors, including deescalation techniques.

c) Staff will not participate in restraint of students until trained in crisis prevention programs. Evidence of training in a SELPA approved crisis intervention program to staff working in a staffing ratio of 1:1 with students with severe behavioral needs shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire as referenced above. If the training is not able to be provided within 30 days, the non-public school or agency will notify the LEA to determine a plan to provide the training in a timely manner.

d) Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention,

staff must seek assistance from the school site administrator or a law enforcement agency.

e) CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

f) Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
    i) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock.

    ii) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.

    iii) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.

    iv) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.

    v) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities.
    vi) Prone Restraint

    vii) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

    viii) An intervention that precludes adequate supervision of the individual.

ix) An intervention that deprives the individual of one or more of the individual's senses.

g) CONTRACTOR shall comply with Education Code section 48905.8. Specifically,
   i) CONTRACTOR shall not do any of the following:
      a) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

      b) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

      c) Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.

      d) Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.

      e) Use prone containment.

      f) Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

   ii) CONTRACTOR shall:
      a) Keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

      b) Afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

h) Notwithstanding the provisions of sections 31(f) and 31(g) above and Education Code 48905.8, NPS/NPA staff shall not use prone restraint.

i) In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and

other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

32) STUDENT DISCIPLINE

a) CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include, in this monthly report, incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

b) When NPS CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP/IFSP meeting no later than the tenth (10th) day of suspension. LEA shall notify and invite CONTRACTOR representatives to the IEP/IFSP team meeting where the manifestation determination will be made.

33) IEP / IFSP TEAM MEETINGS

a) Upon referral of an LEA student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA student.

b) An IEP/IFSP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the LEA student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.

c) Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA students for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP/IFSP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

d) Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP/IFSP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

34) SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youth, in special education procedures pursuant to California government code section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC 1414-1482 and 34 CFR 300.1-300.756. A student in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a student in foster care is enrolled in an NPS by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

35) DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation

and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

36) COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Pupil Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA), if applicable. CONTRACTOR shall include verification of these procedures to the LEA upon request. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

a) Unless LEA requests in writing that progress reports be provided on a monthly basis, progress reports shall be sent by CONTRACTOR to LEA and parents no later than October 30th, January 30th, April 30th, and July 30th or as otherwise specified on the IEP/IFSP or requested in writing by the LEA, with respect to LEA students enrolled in CONTRACTOR's educational program. An updated report shall be submitted if there is no current progress report when LEA student is scheduled for a review by the LEA's IEP/IFSP team or when an LEA student's enrollment is terminated. Payment of invoices may be held until progress reports are provided. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s).

b) CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP/IFSP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP/IFSP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation, such as test protocols and data collection, shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. Additional formalized standardized assessments shall be at the determination of the IEP

team and the responsibility of the LEA unless otherwise agreed upon between LEA and CONTRACTOR. If CONTRACTOR is asked to provide formalized standardized assessment, such service will be paid at the rate stated in Section 62.

38) GRADES, HIGHSCHOOL COURSE CREDIT, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC* Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA shall be invited via written notification.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements.

CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC* Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR, at the close of each semester or upon LEA student transfer, shall prepare transcripts for LEA students in grades nine through twelve inclusive, and submit them to the LEA student's district of residence, for evaluation of progress toward completion of diploma requirements, or if appropriate, a Certificate of Completion, as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39) LEA STUDENT CHANGE OF RESIDENCE

a) Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA and/or the LEA shall notify CONTRACTOR of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

b) If the LEA student's change of residence is to a residence outside of LEA's service boundaries or CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's

change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence. LEAs will adhere to requirements for students identified as homeless or foster youth under current education code.

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call with written submission within three (3) days.

41) PARENT ACCESS

a) CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

b) CONTRACTOR operating programs associated with an NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

c) CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

d) All problems and/or concerns, both verbal and written, reported to pupil's parents, shall also be provided to the LEA.

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

a) If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and shall follow the procedures of the campus at which services are being provided.

b) CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

c) In the event CONTRACTOR wishes to bring an animal, other than a bona fide service animal, on LEA premises, both CONTRACTOR'S management and LEA must agree in writing.

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

a) If CONTRACTOR is a licensed children's institution (LCI), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a student be placed in its NPS as a condition of being placed in its residential facility.

b) If CONTRACTOR is an NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

c) In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

44) STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq,; 49501.5, the universal meal mandate enacted by AB 130 (2021-22); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to
LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that

CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

45) MONITORING

a) CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR employees, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

b) The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

c) The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

d) When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS at which the LEA has placed a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's

individualized education programIEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of EducationCDE within 60 calendar days of the onsite visit.

e) If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

f) During the term of this Master Contract, CONTRACTOR shall participate in a District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the NPS/A, compliance with relevant state and federal regulations, and Master Contract compliance.

g) CONTRACTOR shall participate in compliance reviews of LEA in accordance with requirements of CDE. CONTRACTOR will use all SELPA IEP forms. CONTRACTOR will adhere to all SELPA assurances and procedures required for compliance.

h) CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

i) When CONTRACTOR is an NPS, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 56366(a)(9) and 33126 and state guidelines.

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

a) CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR

determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2. Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2.

b) According to Education Code sections 44237 and 56366.1 CONTRACTOR shall verify that it has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the NPS/A who may have contact with students**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence with their "Custodian of Records", as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request to the State Superintendent.

47) STAFF QUALIFICATIONS

a) CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations sections 3064 and 3065.

b) Only those NPS/A located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified. NPA/NPS staff shall be required to hold credentials and licenses within the state where they are providing services regardless of where the agency is located.

c) In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences (California Education Code Section 56366.1. (a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

d) CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

e) Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having heretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

a) CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents, which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the

Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

b) CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

49) CALSTRS REPORTING REQUIREMENT

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

Pursuant to Education Code 22164.5(b), the activities of an employee of CONTRACTOR shall not be included in the definition of "retired member activities" if all of the following conditions apply:

(1) The employee performs a limited-term agreement.
(2) The third-party employer does not participate in a California public pension system.
(3) The activities performed by the individual are not normally performed by employees of an employer, as defined in Section 22131.

50) STAFF ABSENCE

a) When CONTRACTOR is an NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided. If

a teacher is absent and a non-qualified substitute has been provided, CONTRACTOR will notify the LEA immediately. The LEA will determine how to address the denial of FAPE.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

b) When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section eight (8) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides a mutually agreed upon plan evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. Provider shall notify LEA immediately of the development of the plan for any missed services that include: 5 or more consecutive days of specialized academic instruction (SAI) or more than 2 weeks of missed related services. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA.

HEALTH AND SAFETY MANDATES

51) HEALTH AND SAFETY

a) CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 49406et. seq. regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student. CONTRACTOR will comply with the requirements of California Education Code section 35021 et seq., regarding preventing registered sex offenders from volunteering and to request fingerprinting clearance of volunteers.

b) CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

a) Facilities: CONTRACTOR shall provide special education and/or related services to LEA pupils in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related to, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

b) Fire Drills: When CONTRACTOR is an NPS, CONTRACTOR shall conduct fire drills monthly for elementary and intermediate students and twice per school year for secondary students, as required by Title 5 California Code of Regulations, Section 550.

53) ADMINISTRATION OF MEDICATION

a) CONTRACTOR shall comply with the requirements of Federal Regulations and California Education Code and the California Code of Regulations, when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR:

    i) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and

    ii) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

b) CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

c) CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders or current student's Individual Health Care Plan. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54) INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall notify the LEA within 12 hours of learning of any significant accident or incident. CONTRACTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified in LEA Procedures.

55) MANDATED REPORTING REQUIREMENTS

a) CONTRACTOR hereby agrees to annually train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

b) CONTRACTOR agrees to provide annual training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.

c) CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

56) SEXUAL HARASSMENT

CONTRACTOR shall maintain, and provide upon request, a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

57) REPORTING OF MISSING CHILDREN

a) CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in

California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA upon request.

b) In the event a child elopes from an NPS or Residential Treatment Center and evades adult supervision, the LEA shall be notified immediately following contact to law enforcement.

FINANCIAL

58) ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

a) CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every student.

b) CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP/IFSP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract.

c) CONTRACTOR shall maintain registers for the basic education program and each related service. Original attendance forms shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years after the date of origination. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

d) CONTRACTOR shall submit accurate and timely invoices and related documents to LEA for payment, for each calendar month when education or related services were provided to an LEA student. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days from the date a completely corrected re-billing invoice is received by LEA.

e) If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is

made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

59) RIGHT TO WITHHOLD PAYMENT

a) LEA may withhold payment to CONTRACTOR when:

   i) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract

   ii) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records

   iii) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57

   iv) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified

   v) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program

   vi) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation

   vii) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.

b) The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows:

   i) the value of the service CONTRACTOR failed to perform

   ii) the amount of overpayment

   iii) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR

   iv) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified

v) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured

vi) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured

vii) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.

c) If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of receipt of such invoice, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment, submit a written request for extension of time to correct the deficiencies, or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

d) If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR shall invoke the following escalation policy.

i) Persons involved after forty-one (41) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Specialist, LEA's Administrator will become involved and shall attempt to resolve the dispute. The LEA Coordinator shall respond to the CONTRACTOR in writing within ten (10) business days.

ii) Persons involved after fifty-one (51) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Administrator, the SELPA Director shall become involved. The SELPA Director shall respond to the CONTRACTOR in writing within ten (10) business days. This shall be the final LEA determination regarding the withholding of payment.

iii) Persons involved after sixty-one (61) business days: Dispute Resolution, as defined in the SELPA's Local Plan, shall be followed.

e) If the dispute has not been resolved through the SELPA's Dispute Resolution process, the party claiming injury may seek legal or CDE redress, or may submit, if mutually agreed to in writing by the parties, the matter to binding arbitration by an arbitrator or arbitration service agreed upon by the parties. Each party shall be responsible for their own fees for arbitration, if applicable. The parties agree that this Master Contract provision dealing with Master Contract disputes does not alter the parties' right to bring action in accordance with the applicable statute of limitations under state or federal law.

60) PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services covered by this Master Contract or the ISA to LEA pupils. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services covered by this Master Contract or ISA to LEA pupils. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

61) PAYMENT FOR STUDENT ABSENCES

a) For student absences beginning on the first day of quarantine or isolation consistent with public health protocol, when student's symptoms allow for participation in instruction, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9). In the event that a student's symptoms do not allow participation in instruction, they shall be considered absent due to illness.

b) Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance." In neither case will CONTRACTOR bill for any absences during Extended School Year (ESY).

i) **Positive Attendance Method**

a) A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

ii) **Excused Absence Method**

a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

b) In addition to regular school year absences listed above, LEA shall not be responsible for more than 2 days of absence during Extended School Year services.

c) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.

d) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.

e) Only the individuals listed below may verify the reason for absence:
   (1) School or public health nurse
   (2) Physician
   (3) Principal
   (4) Teacher
   (5) School employee assigned to make such verification
   (6) Student eighteen years of age or over
   (7) Parent

f) Any reasonable method which established the reason for the absence may be used:
   (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
   (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)

g) Standards for excused absences are defined in the education code. CONTRACTOR is responsible for verification of excused absence in accordance with current requirements.

62) SCHOOL CLOSURE

The following shall apply in the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422 and 46392:

In the event of an NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9).

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

62) NPA PUPIL ABSENCE

If CONTRACTOR is an NPA, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. A unit of service for payment purposes shall not be credited for an excused absence when CONTRACTOR is provided 24 hours advance verbal notification of the student's absence. A unit of service for payment purposes shall not be credited to CONTRACTOR for CONTRACTOR'S staff development days.

63) INSPECTION AND AUDIT

a) The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.

b) CONTRACTOR shall provide access to LEA to all records including, but not limited to student records as defined by California Education Code section 49061(b). CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

c) CONTRACTOR shall provide access to LEA to all records including, but not limited to:
    i) student records as defined by California Education Code section 49061(b)
    ii) registers and roll books of teachers
    iii) daily service logs and notes or other documents used to record the provision of related services

iv) Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors
v) absence verification records (parent/doctor notes, telephone logs, and related documents)
vi) bus rosters
vii) staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination
viii) staff time sheets; non-paid staff and volunteer sign-in sheets
ix) transportation and other related service subcontracts
x) school calendars
xi) bell/class schedules
xii) liability and worker's compensation insurance policies
xiii) state NPS/A certifications
xiv) marketing materials
xv) by-laws
xvi) lists of current board of directors/trustees, if incorporated, statements of income and expenses
xvii) general journals
xviii) cash receipts and disbursement books
xix) general ledgers and supporting documents
xx) federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.
xxi) Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

d) CONTRACTOR shall make all records, or copies of records, available at either the office of the LEA or at the CONTRACTOR's offices (to be specified by LEA) at all times and without charge. All records shall be provided to LEA within) ten (10) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld.

e) If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that the CONTRACTOR or the LEA owes the other monies as a result of over billing, underpayment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to

the other party written notice demanding payment and specifying the basis or bases for such demand. Unless otherwise agreed in writing, the party that owes money shall make such payment within thirty (30) days of receipt of the written notice demanding payment. In the event that a party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the dispute resolution section of this Master Contract.

f) The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Section 62.

64) RATE SCHEDULE

Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of the required minimum number of minutes per grade level as set forth in paragraph 24, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated below.

The CONTRACTOR: _____ _____

The CONTRACTOR CDS NUMBER:_____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:_____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated on behalf of the LEAs, shall be as follows:

a) Non-Bundled Education Program

i) General Program Tuition Daily Rate: _____

ii) Related Services:

Service	Rate	Period

Intensive Individual Services (340)	$70	Per hour
Language and Speech (415) INDIVIDUAL		
Language and Speech (415) GROUP		
Adapted Physical Education (425)	$110	Per Hour
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436). RN	$200	Per Hour
Health and Nursing: Other Services (436). LVN	$110	Per Hour
Assistive Technology Services (445)		
Occupational Therapy (450) INDIVIDUAL	$150	Per Hour
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)	$135	Per Hour
Counseling and Guidance (515)	$135	Per Hour
Parent Counseling (520)	$135	Per Hour
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535). BCBA	$175	Per Hour
Behavior Intervention Services (535). BT	$70	Per Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		

Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900). Psychoeducational Evaluation	$2750	Per evaluation
Other (900) Speech Assessments (Bilingual)	$2450	Per assessment
Other (900). Academic Assessments	$1350	Per assessment
Other (900) FBA/BIP	$2750	Per assessment
Other (900) IEP Meeting Attendance	$400	Per meeting
Other (900) Adaptive Physical Education Evals	$2750	Per evaluation
Other (900) Health Plan	$2500	Per Health Plan
Other (900) Staff Health Trainings	$2750	Per Training
Other (900) Paraeducator	$60	Per hour
Other (900) Document Translation	$25	Per page
Other (900) SCIA	$1350	Per evaluation
Service		

b) Bundled Education Program

i) Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.

ii) Daily Rate: _____ ___

APPROVALS

Master Contract approved by the governing Board on _____

Total amount of contract not to exceed _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR	DISTRICT
Ed Sped Solutions, Inc. (Name of NPS/A)	 (Name of SELPA / LEA)
  (Signature & Date)	 (Signature & Date)
Samantha Orozco, Director of Services (Name & Title of Authorized Representative)	 (Name & Title of Authorized Representative)
Ed Sped Solutions, Inc. (Notices to Contractor shall be addressed to)	 (Notices to LEA shall be addressed to)
39159 Paseo Padre Pkwy Suite 205 (Contractor Address)	 (LEA Address)
Fremont, CA 94538 (Contractor City, State, Zip Code)	 (LEA City, State, Zip Code)
Phone: 510-210-5005 Fax: 408-608-2203 Email: services@edsped.com & Director@edsped.com	Phone: Fax: Email: Website:

Website: edsped.com	
	(Address Additional Notices to)
	Phone: Fax: Email:

INDEPENDENT SERVICES AGREEMENT

The following Independent Services Agreement, dated as of September 5, 2025, is made by and between **ESCUELA POPULAR,** with its place of business at **149 N White Road, San Jose, CA 95127** ("Client") and **NOVA HEALTH THERAPIES** with its principal place of business at **4701 Patrick Henry Dr., Bldg. 25, Suite 124, Santa Clara, CA 95054** ("Consultant")**.**

RECITALS

A. Client requires the services of an Occupational Therapist ("OT") and Speech Language Pathologist for the 2025-2026 school year on an as needed basis the ("Services"); and

B. Consultant has an OT available to provide such services under the terms and conditions set forth below.

NOW THEREFORE, Client and Consultant hereby agree to the following:

1. TERM. This agreement shall commence on September 5, 2025 and end on or about June 11, 2025.

2. SERVICES. Consultant agrees to provide a paraprofessional to perform in-school services in a competent and professional manner, at the following rate:

HOURLY RATE: $ 170.00 per hour. (OT) and

$155.00 (SLP)

3. PAYMENT. Client agrees to pay Consultant, upon receipt of an itemized timesheet of services, rendered in accordance with this Agreement. Client will pay approved invoices received by the 1st of the month in the Business Office by the 30th of the same month. Client agrees that any work hours beyond 8 hours/day or 40 hours/week will be classified as overtime hours and charged at the rate of 1.5 times the hourly rate. Absent an agreement in writing signed by both parties, Client agrees not to reduce the rate of pay or the approximate amount of hours.

4. NONSOLICITATION. Client agrees not to directly or indirectly solicit for employment, employ or engage as an independent the paraprofessional or any other contractor, employee or subcontractor of the Consultant, during the term of this Agreement and for a period of 1 year thereafter without the prior written consent of the Consultant. If Client breaches this provision, Client agrees to pay to the Consultant a fee in the amount of forty percent (40%) of the paraprofessional's annualized compensation as compensation for the breach of this provision.

5. NATURE OF RELATIONSHIP. The services that Consultant through its Consultant's employee or contractor will render to the Client under this Agreement will be as an Independent Contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between the Consultant and the Client.

Client shall not be liable to Consultant for any monies owed by Consultant to the paraprofessional including pay, benefits, sick leave, PTO and taxes, except for Client's liability to Consultant for compensation pursuant to this Agreement. Consultant shall be solely responsible for filing tax all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made by Client to Consultant pursuant to this Agreement.

Consultant states and affirms that they are acting as a free agent and independent consultant, maintains the principal place of business at own address, and that this Agreement is not exclusive. Consultant may enter any other contracts as Consultant sees fit providing that such contract does not interfere with any services that Consultant is currently providing the Client or that might be deemed to be a conflict of interest with the best interests of the Client.

6. COMPLIANCE WITH LAWS. Consultant shall comply with all laws and ordinances governing the operation of this agreement.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except by a writing signed by each party.

8. AUTHORITY TO SIGN. Each Party represents and warrants that the person signing below for that Party is duly authorized to sign this Agreement on that Party's behalf.

IN WITNESS WHEREOF the parties hereto have subscribed their names to this Agreement.

For: **ESCUELA POPULAR**

Signature: _____
Name: Patricia Reguerin
Title: Executive Director

For: **NOVA HEALTH THERAPIES, INC.**

Signature: _____
Names: Samrat Roy
Title: Chief Executive Officer

Appendix 16: Facility Inspection Tool and Facility Safety

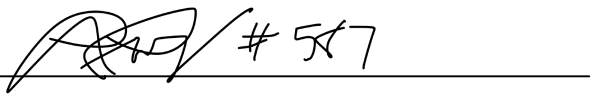
SAN JOSE FIRE DEPARTMENT
Bureau of Fire Prevention
200 E. Santa Clara St, Suite T2
San Jose, CA 95113
(408) 535-7750

No Violation Notice

ESCUELA POPULAR HIGH SCHOOL 149 N WHITE RD SAN JOSE, CA 95127	Occupancy ID 082571

Date : 05/23/2025
Inspector: Heredia, Alejandro
Station: BFP Insp.Dist: 02

An inspection of your facility on Friday March 28, 2025 revealed that there were **NO VIOLATIONS** of the San Jose Fire Code noted at that time. Thank you for your cooperation.



X

Heredia, Alejandro /Fire Fighter
Inspector

GENERAL INFORMATION

The Facility Inspection Tool (FIT) has been developed by the Office of Public School Construction to determine if a school facility is in "good repair" as defined by Education Code (EC) Section 17002(d)(1) and to rate the facility pursuant to EC Section 17002(d)(2). The tool is designed to identify areas of a school site that are in need of repair based upon a visual inspection of the site. In addition, the EC specifies the tool should not be used to require capital enhancements beyond the standards to which the facility was designed and constructed.

Good repair is defined to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional. As part of the school accountability report card, school districts and county offices of education are required to make specified assessments of school conditions including the safety, cleanliness, and adequacy of school facilities and needed maintenance to ensure good repair. In addition, beginning with the 2005/2006 fiscal year, school districts and county offices of education must certify that a facility inspection system has been established to ensure that each of its facilities is maintained in good repair in order to participate in the School Facility Program and the Deferred Maintenance Program. This tool is intended to assist school districts and county offices of education in that determination.

County superintendents are required to annually visit the schools in the county of his or her office as determined by EC Section 1240. Further, EC Section 1240(c)(2)(I), states the priority objective of the visits made shall be to determine the status of the condition of a facility that poses an emergency or urgent threat to the health or safety of pupils or staff as defined in district policy, or as defined by EC Section 17592.72(c) and the accuracy of data reported on the school accountability report card with the respect to the safety, cleanliness, and adequacy of school facilities, including good repair as required by EC Sections 17014, 17032.5, 17070.75, and 17089. This tool is also intended to assist county offices of education in performing these functions.

The EC also allows individual entities to adopt a local evaluation instrument to be used in lieu of the FIT provided the local instrument meets the criteria specified in EC Section 17002(d) and as implemented in the FIT. Any evaluation instrument adopted by the local educational agency for purpose of determining whether a school facility is maintained in good repair may include any number of additional items but must minimally include the criteria and rating scheme contained in the FIT.

USER INSTRUCTIONS

The FIT is comprised of three parts as follows:

Part I, Good Repair Standard outlines the school facility systems and components, as specified in EC Section 17002(d)(1), that should be considered in the inspection of a school facility to ensure it is maintained in a manner that assures it is clean, safe and functional. Each of the 15 sections in the Good Repair Standard provides a description of a minimum standard of good repair for various school facility categories. Each section also provides examples of clean, safe and functional conditions. The list of examples is not exhaustive. If an evaluator notes a condition that is not mentioned in the examples but constitutes a deficiency, the evaluator can note such deficiency in the applicable category as "other."

Some of the conditions cited in the Good Repair Standard represent items that are critical to the health and safety of pupils and staff. Any deficiencies in these items require immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants. They constitute extreme deficiencies and indicate that the particular building system evaluated failed to meet the standard of good repair at that school site. These critical conditions are identified with underlined text followed by an (X) on the Good Repair Standard. If the underlined statement is not true, then there is an extreme deficiency (to be marked as an "X" on the Evaluation Detail) resulting in a "poor" rating for the applicable category. It is important to note that the list of extreme deficiencies noted in the Good Repair Standard is not exhaustive. Any other deficiency not included in the criteria but meeting the definition above can be noted by the evaluator and generate a poor rating.

Part II, Evaluation Detail is a site inspection template to be used to evaluate the areas of a school on a category by category basis. The design of the inspection template allows for the determination of the scope of conditions across campus. In evaluating each area or space, the user should review each of the 15 categories identified in the Good Repair Standard and make a determination of whether a particular area is in good repair. Once the determination is made, it should be recorded on the Evaluation Detail, as follows:

OK	**No Deficiency - Good Repair:** Mark "OK" if all statements in the Good Repair Standard are true, and there is no indication of a deficiency in the specific category.
D	**Deficiency:** Mark "D" if one or more statement(s) in the Good Repair Standard for the specific category is not true, or if there is other clear evidence of the need for repair.
X	**Extreme Deficiency**: Indicate "X" if the area has a deficiency that is considered an "Extreme Deficiency" in the Good Repair Standard or there is a condition that qualifies as an extreme deficiency but is not noted in the Good Repair Standard.
NA	**Not Applicable:** If the Good Repair Standard category (building system or component) does not exist in the area evaluated, mark "NA".

Below are suggested methods for evaluating various systems and areas:

• **Gas** and **Sewer** are major building systems that may span the entire school campus but may not be evident as applicable building systems in each classroom or common areas. However, because a deficiency in either of these systems could become evident and present a health and safety threat anywhere on campus, the user should not mark "NA" and should instead include an evaluation of these systems in each building space.

• **Roofs** can be easily evaluated for stand alone areas, such as portable classrooms. For permanent buildings containing several areas to be evaluated, roofs should be considered as parts of individual areas in order to accurately account for a scope of any roofing deficiency. For example, a 10 classroom building contains damaged gutters on one side of the building, spanning across five classrooms. Therefore, an evaluator should mark five classrooms as deficient in the roof category and the other five classrooms as in good repair, assuming there are no other visible deficiencies related to roofing.

• **Overall Cleanliness** is intended to be used to evaluate the cleanliness of each space. For example, a user should note a deficiency due to dirty surfaces in Overall Cleanliness, rather than **Interior Surfaces**. At the same time, the user should note such deficiency only in Overall Cleanliness in order to avoid accounting for such deficiency twice, i.e. in two sections.

• The tool is designed to evaluate stand-alone restrooms as separate areas. However, restrooms contained within other spaces, such as a kindergarten classroom or a library, can be evaluated as part of that area under Restrooms. If the area evaluated does not contain a restroom, Restrooms should be marked "NA."

• **Drinking fountains** can exist within individual classrooms or areas, right outside of classrooms or restrooms or other areas, or as stand alone fixtures on playgrounds and sports fields. If a drinking fountain or a set of fountains is located inside a building or immediately outside the area being evaluated, it should be included in the evaluation of that area under Drinking Fountains. If a fountain is located on the school grounds, it should be evaluated as part of that outside space. If there is no drinking fountain in the area evaluated, Drinking Fountains should be marked "NA."

• **Playgrounds/School Grounds**, should be evaluated as separate areas by dividing a campus into sections with defined borders. In this case, several sections of the good repair criteria would not apply to the evaluation, as they do not exist outside of physical building areas, such as **Structural Damage** and **Fire Safety**, for example.

Part III includes the **Category Totals and Ranking**, the **Overall Rating**, and a section for **Comments and Rating Explanation**.

Once the inspector completes the site inspection, he or she must total the number of areas evaluated. The inspector must also count all of the spaces deemed in good repair, deficient, extremely deficient, or not applicable under each of the 15 sections. Next, the evaluator must determine the condition of each section by taking the ratio of the number of areas deemed in good repair to the number of areas being evaluated (after subtracting non-applicable spaces from the total number of areas evaluated). If any of the 15 sections received a rating of extreme deficiency, the ratio (i.e., the percentage of good repair) for that section and the category the section is in should default to zero. The total percent per category (A through H) is determined by the total of all percentages of systems in good repair divided by the number of sections in that category. For example, to determine the total percent for the Structural category, add the percentages for the Structural Damage and Roof sections and divide the result by two.

Next, the overall school site score is determined by computing the average percentage rating of the eight categories (i.e., the total of all percentages divided by eight). Finally, the rater should determine the overall School Rating by applying the Percentage Range in the table provided in Part III to the average percentage calculated and taking into consideration the Rating Description provided in the same table.

*Although the FIT is designed to evaluate each school site within a reasonable range of facility conditions, it is possible that an evaluator may identify critical facility conditions that result in an Overall School Rating that does not reflect the urgency and severity of those deficiencies and/or does not match the rating's Description in Part III. In such instances, the evaluator may reduce the resulting school score by one or more grade categories and describe the reasons for the reduction in the space provided for Comments and Rating Explanation.

When completing Part III of the FIT, the inspector should note the date and time of the inspection as well as weather conditions and any other pertinent inspection information in the specific areas provided and utilize the Comments and Rating Explanation Section if needed.

When completing Part III of the FIT, the school district should be provided the opportunity to provide comments and utilize the Comments and Rating Explanation Section if needed.

PART I: GOOD REPAIR STANDARD

(X): If underlined statement is not true, then this is an extreme deficiency (marked as an "X") on the Evaluation Detail resulting in a "poor" rating for the applicable category.

Gas Leaks
Gas systems and pipes appear safe, functional, and free of leaks.
Examples include but are not limited to the following:

a. There is no odor that would indicate a gas leak. (X)
b. Gas pipes are not broken and appear to be in good working order. (X)
c. Other

Mechanical Systems
Heating, ventilation, and air conditioning systems (HVAC) as applicable are functional and unobstructed. Examples include but are not limited to the following:

a. The HVAC system is operable. (X)
b. The facilities are ventilated (via mechanical or natural ventilation).
c. The ventilation units are unobstructed and vents and grills are without evidence of excessive dirt or dust.
d. There appears to be an adequate air supply to all classrooms, work spaces, and facilities (i.e. no strong odor is present, air is not stuffy)
e. Interior temperatures appear to be maintained within normally accepted ranges.
f. The ventilation units are not generating any excessive noise or vibrations.
g. Other

Sewer
Sewer line stoppage is not evident. Examples include but are not limited to the following:

a. There are no obvious signs of flooding caused by sewer line back-up in the facilities or on the school grounds. (X)
b. The sanitary system controls odors as designed.
c. Other

Interior Surfaces (Floors, Ceilings, Walls, and Window Casings)
Interior surfaces appear to be clean, safe, and functional. Examples include but are not limited to the following:

a. Walls are free of hazards from tears and holes.
b. Flooring is free of hazards from torn carpeting, missing floor tiles, holes.
c. Ceiling is free of hazards from missing ceiling tiles and holes.
d. There is no evidence of water damage (e.g. no condensation, dampness, staining, warping, peeling, mineral deposits, etc.)
e. Other

Overall Cleanliness
School grounds, buildings, common areas, surfaces, and individual rooms appear to have been cleaned regularly. Examples include but are not limited to the following:
a. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.
b. An area should appear to be clean with minimal dirt, dust, or buildup. Floors and carpets should appear to have been swept or cleaned within the last week. Light fixtures and all bulbs are working properly. Facilities area adequately stocked and odor free. (OK)
c. An area marked as "Deficiency" would appear to not have been cleaned in the last two weeks and carpet may look dull, matted, or stained. Corners of the room may have a recognizable amount of dirt or grime buildup. Floors do not appear to have been swept or vacuumed in two weeks. Some light fixtures are dirty and fewer than five percent of the bulbs have burned out. Daily trash has not been taken out. (D)
d. An area marked as having an "Extreme Deficiency" would appear to be dirty, dingy, or scuffed with an evident buildup of dust, dirt, stains, or trash. Floors have not been swept or vacuumed in over two weeks. Light fixtures are dirty and more than five percent of the bulbs have burned out. There is trash overflow and the area being evaluated has a foul odor. (X)
e. Area(s) evaluated is free of unabated graffiti.
f. Other

Part IIb (Optional) - The Cleanliness Detail worksheet may be used to evaluate the Overall Cleanliness of each area. Based on Part IIb, use the following to complete Part IIa:
The district may choose how to report maintenance and custodial staff. The district may report staffing at the site or district level. Staffing may be based on assigned staff or represented as Full-Time Equivalent increments.
a. If 75.0 percent or more of the review is "Yes", the area should be rated clean (OK).
b. If 50 - 74.9 percent of the review is "Yes", the area should be rated "Deficient (D)".
c. If 49.9 percent or less of the review is "Yes", the area should be rated Extreme Deficiency (X)

1. Floors swept, vacuumed, and/or mopped. Free of spots stains, and build up.
2. Walls and Doors free of spots and grime.
3. Desk and Counters clean.
4. Furniture dusted and clean.
5. Baseboards and window sills dusted and clean.
6. Light fixtures clean.
7. Sink clean and drains working properly.
8. Trash cans are empty and clean. The ground is free of trash. Floors and furniture are free of gum and/or other food residue.
9. Windows are free from damage, clean, and in working condition.
10. Water fountains, including handles/buttons, are clean and in working condition.
11. Toilets and bathroom sinks are clean and in working condition.
12. Mirrors and Hand Dryers are clean, intact, and in working condition.
13. Bathroom supplies are stocked and in working condition.
14. Area is free of graffitti.
15. Landscaping - Maintained sufficiently to not hinder student and staff.

Pest/Vermin Infestation
Pest or vermin infestation are not evident. Examples include but are not limited to the following:
a. There is no evidence of a major pest or vermin infestation. (X)
b. There are no holes in the walls, floors, or ceilings.
c. Rodent droppings or insect skins are not evident.
d. Odor caused by a pest or vermin infestation is not evident.
e. There are no live rodents observed.
f. Other

Electrical (Interior and Exterior)

1. *There is no evidence that any portion of the school has a power failure. (X)*

2. Electrical systems, components, and equipment appear to be working properly. Examples
a. There are no exposed electrical wires. Electrical equipment is properly covered and secured from pupil access. (X)
b. Outlets, access panels, switch plates, junction boxes and fixtures are properly covered and secured from pupil access.
c. Other

3. Lighting appears to be adequate and working properly, including exterior lights. Examples include but are not limited to the following:
a. Lighting appears to be adequate.
b. Lighting is not flickering.
c. There is no unusual hum or noise from the light fixtures.
d. Other

Restrooms

Restrooms in the vicinity of the area being evaluated appear to be accessible during school hours, clean, functional and in compliance with SB 892 (EC Section 35292.5) and AB 367 (EC Section 35292.6). The following are examples of compliance with SB 892 and AB 367:

a. Restrooms are maintained and cleaned regularly.
b. Restrooms are fully operational.
c. Restrooms are stocked with toilet paper, menstrual products, soap, and paper towels.
d. Restrooms are open during school hours.
e. Other

Sinks/Fountains (Inside and Outside)

Drinking fountains appear to be accessible and functioning as intended. Examples include but are not limited to the following:
a. Drinking fountains are accessible.
b. Water pressure is adequate.
c. A leak is not evident.
d. There is no moss, mold, or excessive staining on the fixtures.
e. The water is clear and without unusual taste or odor.
f. Other

Fire Safety

The fire equipment and emergency systems appear to be functioning properly. Examples include but are not limited to the following:
a. The fire sprinklers appear to be in working order (e.g., there are no missing or damaged sprinkler heads). (X)
b. Emergency alarms appear to be functional. (X)
c. Emergency exit signs function as designed, exits are unobstructed. (X)
d. Fire extinguishers are current and placed in all required areas.
e. Fire alarms pull stations are clearly visible.
f. Other

Hazardous Materials (Interior and Exterior)

There does not appear to be evidence of hazardous materials that may pose a threat to pupils or staff. Examples include but are not limited to the following:
a. Hazardous chemicals, chemical waste, and flammable materials are stored properly (e.g. locked and labeled properly). (X)
b. Paint is not peeling, chipping, or cracking.
c. There does not appear to be damaged tiles or other circumstances that may indicate asbestos exposure.
d. Surfaces (including floors, ceilings, walls, window casings, HVAC grills) appear to be free of mildew, mold odor and visible mold.
e. Other

Structural Damage

There does not appear to be structural damage that has created or could create hazardous or uninhabitable conditions. Examples include but are not limited to the following:

a. Severe cracks are not evident. (X)
b. Ceilings & floors are not sloping or sagging beyond their intended design. (X)
c. Posts, beams, supports for portable classrooms, ramps, and other structural building members appear to be intact, secure and functional as designed. (X)
d. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines the structural components. (X) e. Othe
e. Other

When completing Part III of the FIT, the inspector should note the date and time of the inspection as well as weather conditions and any other pertinent inspection information in the specific areas provided and utilize the Comments and Rating Explanation Section if needed.

Roofs (observed from the ground, inside/outside the building)

Roof systems appear to be functioning properly. Examples include but are not limited to the following:
a. Roofs, gutters, roof drains, and down spouts are free of visible damage.
b. Roofs, gutters, roof drains, and down spouts are intact.
c. Other

Playground/School Grounds

The playground equipment and school grounds in the vicinity of the area being evaluated evaluated appear to be clean, safe, and functional. Examples include but are not limited to the following:
a. Significant cracks, trip hazards, holes and deterioration are not found.
b. Open "S" hooks, protruding bolt ends, and sharp points/edges are not found in the playground equipment.
c. Seating, tables, and equipment are functional and free of significant cracks.
d. There are no signs of drainage problems, such as flooded areas, eroded soil, water damage to asphalt, or clogged storm drain inlets.
e. Other

Windows/Doors/Gates/Fences (Interior and exterior)

Conditions that pose a safety and/or security risk are not evident. Examples include but are not include but are not limited to the following:
a. There is no exposed broken glass accessible to pupils and staff. (X)
b. Exterior doors and gates are functioning and do not pose a security risk. (X)
c. Windows are intact and free of cracks.
d. Windows are functional and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
e. Doors are intact.
f. Doors are functional and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
g. Gates and fences appear to be functional.
h. Gates and fences are intact and free of holes and other conditions that could present a safety hazard to pupils, staff, or others.
i. Other

PART IIa: EVALUATION DETAIL Date of Inspection: 10/30/25 School Name: Escuela Popular

Building / Area Name	Estimated Square Footage	1 GAS LEAKS	2 MECH/HVAC	3 SEWER	4 INTERIOR SURFACES	5 OVERALL CLEANLINESS	6 PEST/VERMIN INFESTATION	7 ELECTRICAL	8 RESTROOM	9 SINKS/ FOUNTAINS	10 FIRE SAFETY	11 HAZARDOUS MATERIALS	12 STRUCTURAL DAMAGE	13 ROOFS	14 PLAYGROUND/SCHOOL GROUNDS	15 WINDOWS/ DOORS/ GATES/FENCES
Admin Offices 100 Building		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	D	N/A	OK
		COMMENTS:	Stains on the ceiling tiles													
Main Office Room 204		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 0		OK	OK	N/A	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 105		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 106		OK	OK	OK	D	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	Splash board rotthen behind sink and counter													
Room 107		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
100 Women's Restroom		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
100 Men's Restroom		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 200 Library		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 201		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 202 Office		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 203 Office		OK	OK	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 205		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	N/A
		COMMENTS:														
Room 206		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 207		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 208 Office		OK	OK	N/A	D	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	Gaps in the walls where the electrical panels are located													

Room 209 Office		OK	OK	N/A	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
200 Building All Gender Restroom		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
200 Building Childcare Restroom		OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 300		OK	OK	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 302		OK	OK	OK	D	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	Water stain on ceiling/backsplash broken													
Room 303		OK	OK	OK	D	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	Backspalsh is damaged													
Room 304		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 305 Office		OK	OK	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 400		OK	OK	OK	D	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	Cracks on the floor													
Room 401		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 402		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 403		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 500		OK	OK	OK	D	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	Back splash second sink is bad/cabinet doors missing													
Room 501 Office		OK	OK	N/A	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 501+ Office		OK	OK	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 502		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	OK													
Room 503		OK	OK	OK	D	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:	Some roof tiles are missing													
Room 504		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 505 Office		OK	D	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		OK														

Room 600		OK	OK	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 601		OK	OK	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 602		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 603		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 700		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 701		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 702		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 703		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 704		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 705		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 706		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 707		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 708 Administrative Office		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 709 Library		OK	OK	OK	OK	OK	OK	OK	N/A	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 710 PE Office		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 710 Computer Lab		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
DL Girls Restrooms		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
DL Boys Restroom		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 720		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														

Room 721		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 722		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 723		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 724		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 725		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 726		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 727		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 728		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 729		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 730		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 731		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 732		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Elevator		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Cafeteria		OK	D	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Room 0		OK	OK	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Kitchen		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Small Cafeteria		OK	OK	OK	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Cafeteria Women's Restroom		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														
Cafeteria Men's Restroom		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	N/A	OK
		COMMENTS:														

Playground		OK	N/A	N/A	OK	OK	OK	OK	N/A	N/A	OK	OK	OK	OK	OK	N/A
		COMMENTS:														
Soccer Field		OK	N/A	N/A	N/A	OK	OK	N/A	N/A	N/A	OK	OK	N/A	N/A	N/A	N/A
		COMMENTS:														
District's Plan to Address:																
Deficiencies Noted in Prior Year?																

Use additional Building/Area Lines as necessary.

Marks:

OK = Good Repair
D = Deficiency
X = Extreme Deficiency
N/A = Not Applicable

PART IIb: CLEANLINESS DETAIL Date of Inspection: 10/30/25 School Name: Escuela Popular

NUMBER OF CUSTODIAL STAFF ASSIGNED TO SITE: [illegible] custodians.

Building / Area Name	Area Characteristics (Grade level served, events, traffic volume, public usage, etc.)	1 Floors	2 Walls & Doors	3 Desks & Counters	4 Furniture	5 Baseboards /Window Sill	6 Light Fixtures	7 Sinks	8 Trash / Refuse	9 Windows	10 Water Fountains	11 Toilets	12 Mirrors & Hand Dryers	13 Bathroom Supplies	14 Graffiti	15 Landscaping	Rating
Admin Offices 100 Building		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	No	N/A	OK
		COMMENTS:															
Main Office Room 204		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 0		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 105		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 106		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 107		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
100 Women's Restroom		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	N/A	Yes	No	N/A	OK
		COMMENTS:															
100 Men's Restroom		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	No	No	OK
		COMMENTS:															
Room 200 Library		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	N/A	No	N/A	OK
		COMMENTS:															
Room 201		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 202 Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	N/A	Yes	No	N/A	OK
		COMMENTS:															
Room 203 Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 205		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 206		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 207		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 208 Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 209 Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
200 Building All Gender Restroom		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	Yes	No	N/A	OK
		COMMENTS:															

200 Building Childcare Restroom		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	Yes	No	N/A	OK
		COMMENTS:															
Room 300		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 302		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 303		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 304		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 305 Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 400		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 401		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 402		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 403		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 500		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 501 Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 501+ Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	N/A	Yes	No	N/A	OK
		COMMENTS:															
Room 502		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	N/A	No	N/A	OK
		COMMENTS:															
Room 503		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 504		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 505 Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 600		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 601		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 602		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 603		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															

Room 700		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 701		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 702		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 703		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 704		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 705		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 706		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 707		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 708 Administrative Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	No	N/A	OK
		COMMENTS:															
Room 709 Library		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 710 PE Office		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 710 Computer Lab		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
DL Girls Restrooms		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	N/A	Yes	No	N/A	OK
		COMMENTS:															
DL Boys Restroom		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	N/A	Yes	No	N/A	OK
		COMMENTS:															
Room 720		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 721		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 722		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 723		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 724		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 725		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 726		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															

Room 727		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 728		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 729		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 730		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 731		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 732		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Elevator		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Cafeteria		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Room 0		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Kitchen		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	N/A	N/A	No	N/A	OK
		COMMENTS:															
Small Cafeteria		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	No	N/A	OK
		COMMENTS:															
Cafeteria Women's Restroom		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	OK
		COMMENTS:															
Cafeteria Men's Restroom		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	Yes	No	N/A	OK
		COMMENTS:															
Playground		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	No	Yes	OK
		COMMENTS:															
Soccer Field		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	No	Yes	OK
		COMMENTS:															

Use additional Building/Area Lines as necessary.

Marks:

Yes = Clean
No = Not Clean
N/A = Not Applicable

*This button will transfer the Rating in Excel column R from this page to FIT's column 5 on the Evaluation Detail page, for each Building / Area.
It will overwrite existing data (in the Cleanliness column) for the Building Area / Name.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
		Santa Clara	
SCHOOL SITE		SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE: 47
Escuela Popular		TK-12 Grade	NUMBER OF RESTROOMS ON SITE: 12
INSPECTOR'S NAME	INSPECTOR'S TITLE	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
Lupita Cortes	Business Manager		
TOTAL ESTIMATED BUILDING VOLUME (CUBIC FEET):	TIME OF INSPECTION 8:00 am	SITE ENROLLMENT 962	
TOTAL ESTIMATED SITE SQUARE FOOTAGE / ACREAGE:	WEATHER CONDITION AT TIME OF INSPECTION		
TOTAL ESTIMATED BUILDING SQUARE FOOTAGE:	Sunny		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
↓	Number of "OK"s:	75	71	51	67	75	75	74	11	46	75	75	74	73	1	72
	Number of "D"s:	0	2	0	7	0	0	0	0	0	0	0	0	1	0	0
75	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	2	24	1	0	0	1	64	29	0	0	1	1	74	3
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	97.26%	100.00%	90.54%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	98.65%	100.00%	100.00%
Total Percent per Category (average of above)*		99.09%			90.54%	100.00%		100.00%	100.00%		100.00%		99.33%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE →	98.62%	SCHOOL RATING** →	GOOD

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75.%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

INSPECTOR'S COMMENTS AND RATING EXPLANATION:

DISTRICT'S RESPONSES TO REPORT (Attach additional pages if necessary):

The school will be working on fixing the issues with the ceiling and ventilation.

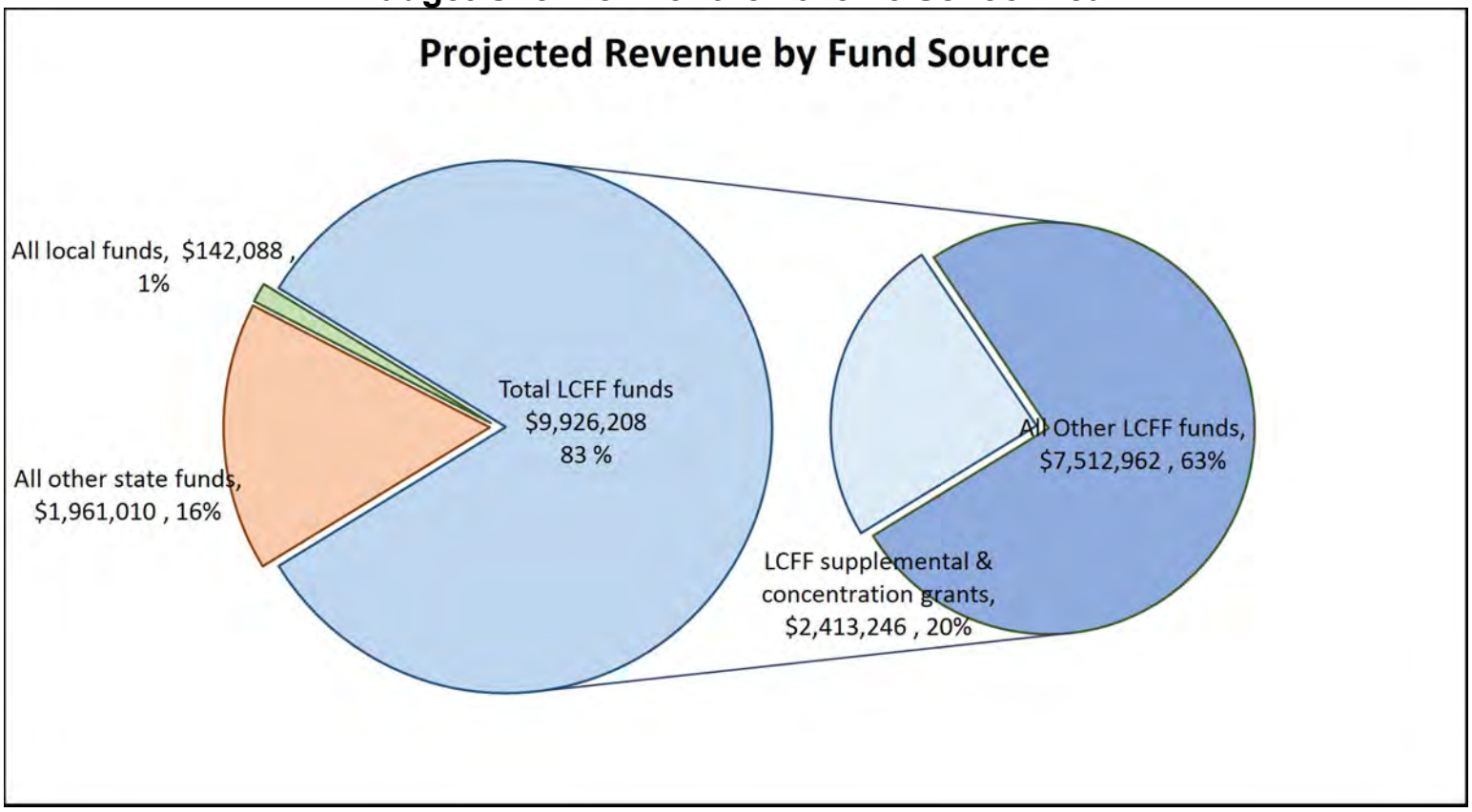
Appendix 17: Local Control and Accountability Plan

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Escuela Popular Center for Training & Careers
CDS Code: 43694270107151
School Year: 2025-26
LEA contact information:
Patricia L Reguerin
Executive Director
patricia@escuelapopular.org
408-426-6593

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year

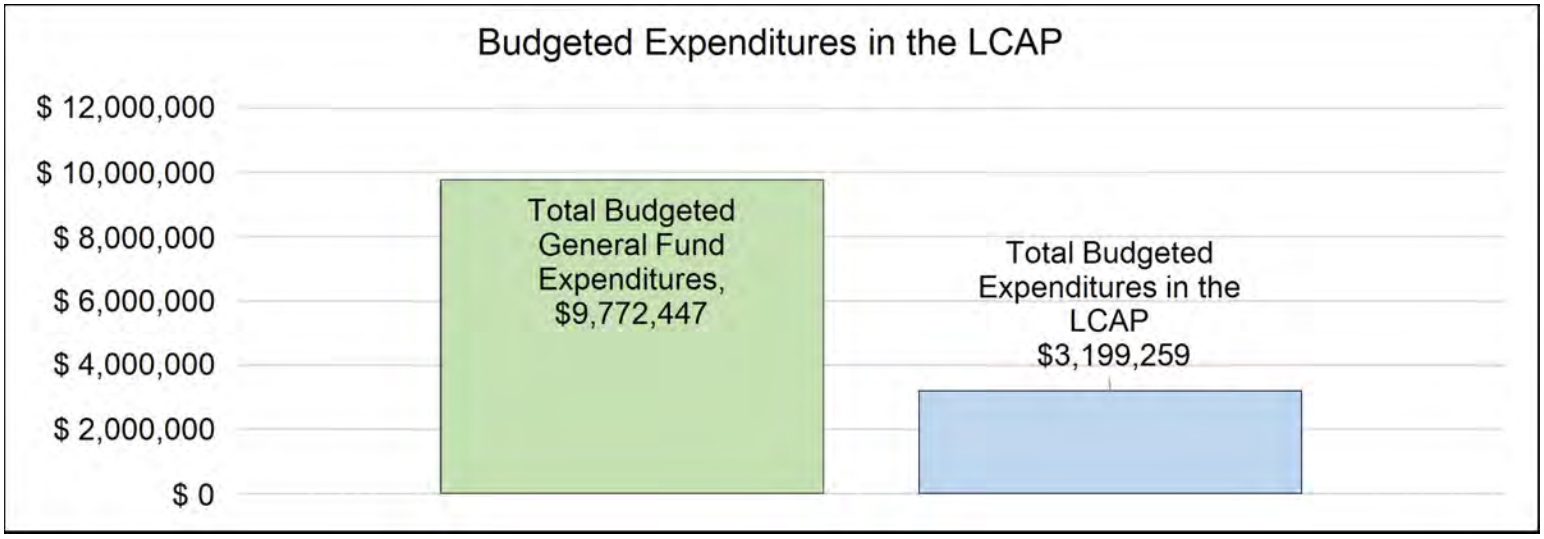


This chart shows the total general purpose revenue Escuela Popular Center for Training & Careers expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Escuela Popular Center for Training & Careers is $12,029,306, of which $9,926,208 is Local Control Funding Formula (LCFF), $1,961,010 is other state funds, $142,088 is local funds, and $ is federal funds. Of the $9,926,208 in LCFF Funds, $2,413,246 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Escuela Popular Center for Training & Careers plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Escuela Popular Center for Training & Careers plans to spend $9,772,447 for the 2025-26 school year. Of that amount, $3,199,259 is tied to actions/services in the LCAP and $6,573,188 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

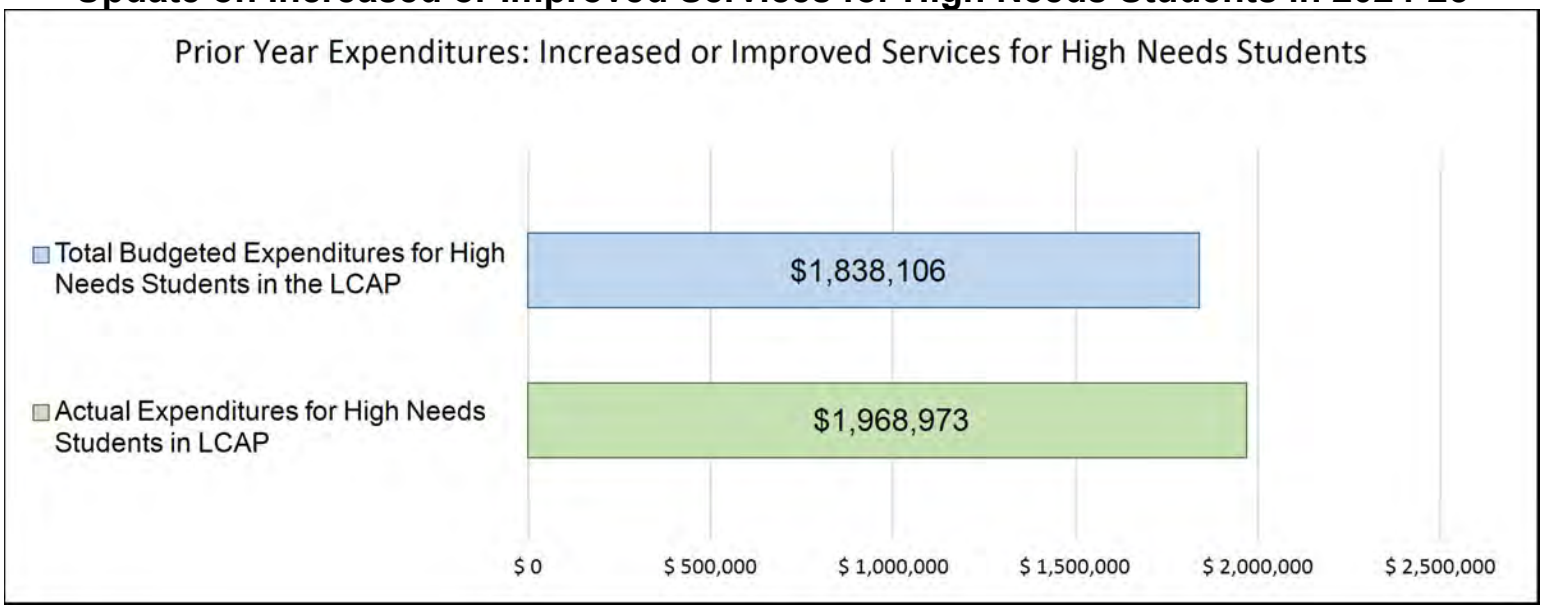
The Local Control and Accountability Plan does not include the salaries of all our teaching staff, support staff, administrators, services and operating expenses, and facilities costs, which represent the majority of the differences between the General Fund Budget and the total budget in the Local Control and Accountability Plan (LCAP).

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Escuela Popular Center for Training & Careers is projecting it will receive $2,413,246 based on the enrollment of foster youth, English learner, and low-income students. Escuela Popular Center for Training & Careers must describe how it intends to increase or improve services for high needs students in the LCAP. Escuela Popular Center for Training & Careers plans to spend $2,947,409 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Escuela Popular Center for Training & Careers budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Escuela Popular Center for Training & Careers estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Escuela Popular Center for Training & Careers's LCAP budgeted $1,838,106 for planned actions to increase or improve services for high needs students. Escuela Popular Center for Training & Careers actually spent $1,968,973 for actions to increase or improve services for high needs students in 2024-25.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Escuela Popular Center for Training & Careers	Patricia L Reguerin Executive Director	patricia@escuelapopular.org 408-426-6593

Plan Summary [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Escuela Popular del Pueblo (EP) is a family learning center that operates two interdependent charter schools: Escuela Popular Accelerated Family Learning Center, serving Transitional Kindergarten through 12th grade, and Escuela Popular/Center for Training and Careers Family Learning Center serving students over age of 18 in grades 9th through 12th. Our student population is majority Latino, Spanish speaking with an average of over 53.27% born outside the United States for the TK-12th grade program and 96.35% for the adult 9th-12th program. Both schools serve a significantly large concentration of immigrant students and English Learners. In recent years the schools have experienced an increase in the number of students migrating from Central America and South America and a decrease in the number of students migrating from Mexico. Over 85% of students in our TK–12 program qualify for free or reduced-price lunch or meet federal poverty guidelines. Additionally, 6% of our students have an IEP and receive related services.

Escuela Popular has been providing educational services to the San José, California, community since 1986. Escuela Popular developed as a grassroots effort to serve the growing need for English classes. As demand grew, the curriculum of Escuela Popular expanded to include parent education, citizenship classes, history/civics, and after-school/youth programs, in addition to English classes being offered. In May 2002, Escuela Popular was granted a charter by the East Side Union School District to operate a family learning center for TK-12 and adult learners seeking a high school diploma.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Overall, this data shows a positive picture of academic progress, indicating measurable improvements in both math and reading skills across various grade levels.

Based on the 2024 California Dashboard (reflecting the 2023–24 school year), Escuela Popular has observed both areas of growth and areas requiring renewed focus:
English Learner Progress Indicator
In the 2023 Dashboard, the English Learner Progress Indicator showed an 8.9% increase, highlighting notable progress in English language proficiency among English learner students. This growth was attributed to enhanced instruction, targeted interventions, and increased support services.

However, the 2024 Dashboard reflects a 10.9% decline in the English Learner Progress Indicator. This decrease indicates a reversal in progress and underscores the need for re-evaluation of strategies, stronger interventions, and a recommitment to supporting English learners' language development and academic success.
Escuela Popular continues to report a 0% suspension rate, consistent in the 2024 Dashboard. This ongoing achievement is a testament to the school's effective restorative justice approach, which prioritizes relationship-building, accountability, and inclusive disciplinary practices over punitive actions.

ELA and Math CAASPP Data
No ELA or Math CAASPP data was displayed on the 2023 Dashboard due to privacy protections, as fewer than 11 students were tested. As a result, comparative performance data in these areas was not reported.

Local Academic Growth Indicators (2024–25 NWEA Data)
In addition to state-level indicators, local NWEA assessments from the 2023–24 school year demonstrate meaningful progress in student academic development:
Math (10th Grade):
Conditional Growth Index (CGI) data shows growth in mathematical abilities among 10th-grade students, reflecting improved problem-solving and numeracy skills.

Reading (9th–12th Grades):

Students in grades 9 through 12 demonstrated improvements in reading skills, including gains in comprehension, fluency, and vocabulary development.

Conclusion
The 2024 data presents a mixed picture:
Continued strengths include a zero suspension rate and measurable local academic growth in reading and math.

Areas for attention include the decline in the English Learner Progress Indicator, which calls for renewed focus on language development programs and equity-centered support.

Overall, these insights guide Escuela Popular's ongoing efforts to foster academic success and holistic student development through informed, data-driven strategies.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

As part of Escuela Popular's ongoing technical assistance efforts, a Plan-Do-Study-Act (PDSA) cycle was launched to enhance college and career readiness among students, with the overarching aim of increasing college enrollment and success by at least 5% by June 30, 2026. The initiative focused on designing and implementing student-facing College and Career Workshops and Orientations. These activities were supported by pre- and post-interest surveys and empathy interviews to assess student awareness, interests, and barriers.
Throughout the process, several structured steps were completed collaboratively by the principal, instructional leaders, compliance manager, and College and Career Coordinator. These included planning and hosting workshops, collecting and analyzing data, and developing interview protocols. Early findings revealed key insights: student confidence in the college application process increased significantly, interest in English 1A and Public Speaking courses was high, and PM students showed greater enthusiasm for dual enrollment opportunities than AM students. Contrary to initial predictions, male students showed strong interest in culinary courses.
Key challenges and surprises emerged, such as students' lack of awareness that college could be tuition-free through Escuela Popular, and misconceptions about scholarship eligibility. These realizations highlighted the importance of direct communication and personalized support.
Moving forward, technical assistance will support the continuation and expansion of this work through empathy interviews, disaggregated data analysis, transportation coordination for off-site classes (e.g., at Mission College), and the facilitation of on-campus college courses beginning August 2025. Additionally, grade and attendance data from Semester 1 will be used to refine and target interventions. Biweekly team meetings are planned to sustain momentum and align next steps with student needs and system goals.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Escuela Popular Center for Training Careers Family Learning Center

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

The LEA has developed a multi-faceted approach to support its eligible schools in creating Comprehensive Support and Improvement (CSI) plans. This support centers around:
Conducting a Comprehensive Needs Assessment and Root Cause Analysis:
Using tools such as the Fishbone Diagram, the LEA will guide schools in identifying key factors contributing to low graduation rates and learning gaps. This analysis ensures interventions are aligned with LCAP goals, actions, and services.

Strategic Allocation of CSI Funds:
CSI funds will be utilized to directly support school improvement efforts. This includes:

Targeted academic interventions such as small-group and one-on-one instruction.

Professional development to build staff capacity in implementing evidence-based practices.

Staffing support to sustain intervention efforts and enhance instructional delivery.

Expansion of tutoring programs focused on struggling students.

Career and technical education (CTE) to increase student engagement and readiness for the workforce.

Dual enrollment opportunities to give students a head start on earning college credits, improving their post-secondary preparedness.

These strategies are designed not only to address academic challenges but also to re-engage students, build real-world skills, and support career readiness, all of which contribute to improving graduation rates.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

The LEA will employ a data-driven monitoring and evaluation framework to ensure the effectiveness of CSI-supported initiatives. This will involve:
Ongoing Analysis of Student Performance Data:
Data from various sources, including local assessments like MAP, will be regularly reviewed to assess progress, identify emerging gaps, and refine interventions.

Alignment with LCAP Goals:
All strategies and outcomes will be monitored for alignment with the Local Control and Accountability Plan (LCAP), ensuring consistency and coherence across district improvement efforts.

Evidence-Based Strategy Evaluation:
The impact of interventions such as small-group instruction, tutoring, and CTE engagement will be measured based on student performance, engagement metrics, and graduation outcomes.

Feedback Loops for Continuous Improvement:
Professional development sessions and staff feedback will help evaluate the implementation fidelity of instructional practices, ensuring that strategies are not only planned but effectively executed.

By embedding monitoring and evaluation into each phase of implementation, the LEA ensures accountability and adaptability, ultimately driving measurable academic growth and increased graduation rates.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers | Staff	As part of the LCAP Educational Partner Consultation process, school staff engaged in a series of structured meetings to provide input on focus areas, the alignment of goals and actions, and progress updates. Three school-wide meetings were scheduled and held on the following dates to ensure meaningful consultation and participation: September 4, 2024 February 26, 2025 May 14, 2025 These meetings allowed staff to collaboratively review and discuss the alignment of the school's goals and actions with LCAP priorities. The consultation process included opportunities for feedback on proposed focus areas and served as a platform for a mid-year progress update, ensuring that all educational partners were informed and involved in the development and refinement of the LCAP.

Educational Partner(s)	Process for Engagement
Students | Families	Escuela Popular Center for Training & Careers serves adult learners. Student feedback is collected through the completion of LCAP surveys, which provide valuable insight into their educational experience and priorities. School community completed the LCAP Feedback in the winter and spring surveys via Escuela Popular mobile app Escuela Popular website Email links sent by teachers

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The feedback collected during winter and spring provided valuable information. The following are the key takeaways from our educational partners' feedback:
-Set protocols and use collaboration time to analyze student achievement data to inform instruction.
-Continue offering professional development time for language acquisition and English language development.
-Schedule cross-disciplinary collaboration time to focus on the creation of interdisciplinary projects.
-Develop College and Career Pathways for 9-12 grade within the school’s curriculum.
-Coordinate and implement professional growth for classified and certificated staff to meet 21st century skills, including integration of technology into instruction (padlet, Diffift, Google Classroom gradebook)
-Provide intervention and additional support for students entering school with low literacy and academic skills.
-Provide extracurricular and sports activities for students to support wellbeing.
-Extended care after and before school.
-Provide responsive and preventative socio-emotional support to students, parents/guadians and families on campus and connecting them with local mental health services as requested.
-Responding to needs assessment surveys by providing essential resources for immediate and long-term needs.

After reviewing all feedback and achievement data, the Escuela Popular team determined to continue working on the previously identified goals and actions minor updates. Some areas have seen significant progress and others still require various next steps. Many of the critical areas for follow-up will continue to be built upon as described in our updated LCAP.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Increase student and family engagement and retention of students by providing students and families with information about the educational program, the objectives of the educational program, and a high school diploma, and the progress of students toward meeting grade-level standards.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal was developed because data continuously showed that students leave school prior to completing their graduation requirements. The team believes that if students and families are provided with a system to understand and track their academic progress toward mastery of their learning goals, they are more likely to be motivated and successfully complete their graduation requirements.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	The ratio of credits earned to credits attempted increases from previous year or reaches target %.	The ratio of credits earned to credits attempted is 71% Data Source: PowerSchool Information System Year: 2023-24	The ratio of credits earned to credits attempted is 68% Data Source: PowerSchool Information System Year: 2024-25		The ratio of credits earned to credits attempted increases from previous year or reaches target 85%.	
1.2	Increase the number of continuously enrolled/long-term	The number of continuously enrolled/long-term	The number of continuously enrolled/long-term		Increase 3% from the base year	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	students. (% of students enrolled 2 or more quarters during school year)	students for EPCTC program is 38.47% Data Source: PowerSchool Information System Year: 2023-24	students for EPCTC program is 36.22% Data Source: PowerSchool Information System Year: 2024-25			
1.3	Implementation of Academic Content Standards aligned to rubrics designed to evaluate performance-based tasks..	9-12th Initial implementation. Local Indicator Priority 2 Self-Reflection Tool	9-12th Initial implementation. Local Indicator Priority 2 Self-Reflection Tool		Full Implementation and sustainability. Local Indicator Priority 2 Self-Reflection Tool	
1.4	Graduation Rates	51.2% Graduation Rate Source: Dashboard Additional Report - DASS One-Year Graduation Rate Report Year: 2022	74.3% Graduation Rate Source: Dashboard Additional Report - DASS One-Year Graduation Rate Report Year: 2024		Increase the number of graduates from the base year by 8%.	
1.5	Google Classroom Gradebook % of teachers utilizing the online academic	70% of students have access to online academic achievement via Google Classroom gradebook.	72% of students have access to online academic achievement via		100% of students have access to online academic achievement via	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	achievement tracking system		Google Classroom gradebook.		Google Classroom gradebook.	
1.6	Access to a broad course of study	100% of students with access to and enrolled in a broad course of study	100% of students with access to and enrolled in a broad course of study		100% of students with access to and enrolled in a broad course of study	
1.7	Access to instructional materials	100% of students with access to materials Data Source: SARC Year: 2021-22	100% of students with access to materials Data Source: SARC Year: 2023-24		100% of students with access to materials	
1.8	Safe, functional, clean facilities	Good Data Source:SARC	Good Data Source:SARC		Good Data Source:SARC	
1.9	% Appropriately assigned teachers	29.65% "Clear" FTE as measured on the Teacher Assignment Monitoring Outcomes report	37.5% "Clear" FTE as measured on the Teacher Assignment Monitoring Outcomes report		32% "Clear" FTE as measured on the Teacher Assignment Monitoring Outcomes report	

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Planned vs. Actual Implementation:

Planned: Use Google Classroom as a system-wide platform to track learning goals; provide PD and orientations for teachers and families; design and implement performance tasks and rubrics across all subjects.

Actual: Implementation was partial and uneven across programs and grade levels. PD was offered, and consolidation of platforms is still underway.

Successes:
Engagement through orientations and presentations.
Teachers began revising curriculum and rubrics.

Challenges:
Teachers lacked formal training in creating and assessing performance-based learning (PBL).

Monitoring and standardizing rubric implementation was limited.

Consolidation of Actions:
Due to the overlap in intent and implementation strategies, the following actions will be consolidated:
Action 1.2 – Establishment of Performance Tasks/Project-Based Learning

Action 1.3 – Establishment of Performance Task Rubrics

Action 1.5 – 100% Implementation of Performance Rubrics
and
Action 1.10 – Data Analysis to Inform Instruction
Action 1.15 - Data Analysis Protocol

These actions all aim to improve instructional rigor and assessment consistency and will now be addressed through unified PD and coaching strategies.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

No material differences between Budgeted Expenditures and Estimated Actual Expenditure and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Service.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Effective:
Google Classroom has been utilized by high school teachers, creating transparency in learning goal tracking.

Teachers and administrators who attended external PD (e.g., CATE, CABE) brought back valuable strategies that were shared in department meetings.

Ineffective or Needing Improvement:
Project-based learning and rubric development lacked consistency due to fragmented implementation and insufficient training.

Assignment tracking in Google Classroom was not standardized, which limited family engagement.

These gaps are being addressed by consolidating Actions 1.2, 1.3, and 1.5, to streamline training, monitoring, and support around project-based learning and performance assessment.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on reflections from implementation and feedback from administrators, teachers, school staff, and students, the following changes will be made:
Action Consolidation:

The school will combine Actions 1.2, 1.3, and 1.5 into a single comprehensive action focused on the development, refinement, and consistent implementation of performance tasks and standardized rubrics across subjects and grade levels.

Professional Development (PD):
Teachers will receive unified PD sessions that cover both the design of performance tasks and the effective use of aligned rubrics. This will reduce redundancy and support consistent instructional quality.
Monitoring and Oversight:
Instructional leaders will increase classroom-level monitoring to ensure that learning goals and assessment data are regularly updated and communicated.

Student Empowerment:
Students will engage more directly in goal-setting and reflection activities, supported by clearer access to their progress data through classroom and digital platforms

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Student Learning Goals (HS)	If we review and refine student learning goals in all courses, then students' awareness of learning goals will result in higher student engagement.		No
1.2	Establishment of Performance Tasks/Project Based Learning	Develop, implement, and monitor performance-based tasks and standardized rubrics across all courses by providing targeted professional development and collaborative planning time for teachers to ensure alignment, consistency, and rigor in assessing student learning.	$517,250.70	Yes

Action #	Title	Description	Total Funds	Contributing
1.3	PD for Performance Tasks/Project Based Learning	Provide professional development to teachers on administering and assessing performance tasks	$260,060.25	Yes
1.4	Google Classroom Tracking Learning Goals	Implement Google Classroom to house and track selected student learning goals.	$14,577.60	Yes
1.5	PD for Google Classroom Tracking	Provide training to teachers, students, and families on use of Google Classroom for monitoring student progress.		
1.6	Google Classroom Tracking System	Monitor the use of Google Classroom by teachers and consistent updates on Google Classroom gradebook.		No
1.7	Data Analysis to Inform Instruction	Establish and implement an ongoing, systemic data analysis protocol, using dedicated collaboration time to review student achievement data and adjust instructional practices to improve student outcomes.	$278,493.25	Yes
1.8	PD Strategic Plan	Establish and implement an ongoing, systemic data analysis protocol, using dedicated collaboration time to review student achievement data and adjust instructional practices to improve student outcomes.	$43,049.60	Yes
1.9	ELD PD	Focus PD time on language acquisition and English language development.	$315,047.05	Yes
1.10	External PD	Create a partnership with SCCOE and other organizations for external PD.		No
1.11	Instructional Practices to Advance Student Achievement	Conduct surveys to analyze data and determine the effectiveness of the implemented PD/ best practices.		No

Action #	Title	Description	Total Funds	Contributing
1.12	PD Database	Adopt an online platform to track internal and external PD and analyze the effectiveness of the adoption of best practices.	$3,957.60	Yes
1.13	Teacher Credentialing	Support Teachers in Clearing Teaching Credentials and Obtaining Additional Authorizations		No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Increase student achievement toward meeting 21st Century Skills and College and Career Readiness through aligned and clearly articulated instructional objectives with the appropriate progression relevant to student needs.	Broad Goal

State Priorities addressed by this goal.

Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal was developed because data showed that between 50-60% of EP students did not meet their NWEA Annual Growth Target in reading and mathematics. The team believes that by aligning and clearly articulating the instructional objectives, students and teachers can work together to identify gaps in learning and better leverage the instructional time to support student achievement that is aimed at meeting the 21st Century Skills, College, and Career Readiness. When students and teachers know what their learning goals are and the progression is established across levels, students are more likely to receive instruction that facilitates their learning. In addition, teachers are able to receive feedback on how to improve their lessons.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	% of teachers will be proficient in designing common authentic performance tasks and rubrics aligned with the College and Career Readiness Standards for each content area lessons using the PBL approach to teaching	Less than 50%	50%		80% of teacher will be proficient in developing College and Career Readiness Standards for each content area lessons using the PBL approach to teaching	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.2	NWEA Map Assessment % high school students will meet their Math growth target, as established by Measures of Academic Progress (MAP). .	47% of students met their Math growth target. (includes meeting growth target from fall to winter or winter to spring if not tested fall and spring) Data Source: NWEA (MAP System) Year: 2023-24	55% of students met their Math growth target. (includes meeting growth target from fall to winter or winter to spring if not tested fall and spring) Data Source: NWEA (MAP System) Year: 2024-25		5% annual increase of students who meet their Math grow target	
2.3	NWEA Map Assessment % high school students will meet their Reading growth target, as established by Measures of Academic Progress (MAP).	48% of students met their Reading growth target. (includes meeting growth target from fall to winter or winter to spring if not tested fall and spring) Data Source: NWEA (MAP System) Year: 2023-24	53% of students met their Reading growth target. (includes meeting growth target from fall to winter or winter to spring if not tested fall and spring) Data Source: NWEA (MAP System) Year: 2024-25		5% annual increase of students who meet their Math grow target	
2.4	NWEA Map Assessment % high school students will show positive	67% of students show a positive growth on their fall to spring Lexile score.	63% of students show a positive growth on their fall		80% of students will show positive growth on their Fall	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	growth on their Fall to Spring Lexile score.	Data Source: NWEA (MAP System) Year: 2023-24	to spring Lexile score. Data Source: NWEA (MAP System) Year: 2024-25		to Spring Lexile score.	
2.5	SBAC Assessment % of 11th graders are meeting or exceeding standard in ELA and % in Math based on SBAC .	Data is suppressed because fewer than 11 students tested. Data Source: DataQuest CAASPP Reports Year: 2022-23	23.08% of 11th grade students met the standard on the ELA Smarter Balanced Assesments 7.69% of 11th grade students met the standard on the math Smarter Balanced Assesments Data Source: DataQuest CAASPP Reports Year: 2023-24		5% annual increase of 11th graders are meeting or exceeding standards in ELA and Math based on SBAC.	
2.6	% of English learners improving on ELPAC	22.9% making progress towards English language proficiency Data Source: CA School Dashboard ELPI Year: 2023	12% making progress towards English language proficiency		50% of English Learners improving on ELPAC or a 5% increase from the previous year.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Data Source: CA School Dashboard ELPI Year: 2024			
2.7	EL Reclassification Rate	0.6% Data Source: DataQuest EL Reclassification Year: 2023	0.5% Data Source: DataQuest EL Reclassification Year: 2024		Annual increase of 3% for EL Reclassification Rate	
2.8	A-G Completion Rate	0% A-G Completion Rate Source: Dashboard College/Career Levels and Measures Report Year: 2022-23	0% A-G Completion Rate Source: Dashboard College/Career Levels and Measures Report Year: 2023-24		100% A-G Completion Rate	
2.9	CTE Pathway Completion Rate	0% Pathway Completion Rate Source: Dashboard College/Career Levels and Measures Report Year: 2022-23	0% Pathway Completion Rate Source: Dashboard College/Career Levels and Measures Report Year: 2023-24		8% Pathway Completion Rate	
2.10	AP Pass Rate	Not Applicable	Not Applicable			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.11	% of HS students who participate in & demonstrate college readiness as determined by EAP ELA & EAP Math	Data is suppressed because fewer than 11 students tested. Data Source: DataQuest CAASPP Reports Year: 2022-23	23.08% of HS students demonstrated college readiness as determined by EAP ELA 7.69% of HS students demonstrated college readiness as determined by EAP Math Data Source: DataQuest CAASPP Reports Year: 2023-24		Annual increase of 3%	

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Implementation of Goal 2 progressed in various stages, with several actions showing full or partial implementation and others still in early planning or development.

College and Career Pathways (2.3): High school will redesign its ELD program to incorporate career exploration, a foundational step for formal pathway development.

PD for Staff (2.6 – 2.8): External PD opportunities were robust across high school (e.g., CABE, CATE, COABE, EPICC), but site-based training varied. Instructional Leaders noted that further training was needed on tech integration and student emotional readiness.

Resource Allocation (2.9): Human and financial resources were allocated to support implementation efforts, although more strategic planning may be needed to align funding with evolving needs.

Interdisciplinary Collaboration (2.12):. High school recognized the need but has not implemented collaboration sessions yet. There is a recommendation to meet quarterly.

A-G Course Approvals (2.13): Moved from Goal 3,
Successes: Pilot interdisciplinary efforts, data-driven outcome setting, ELD curriculum rollout, and external PD engagement.

Challenges: lack of structured digital literacy at HS, uneven internal PD, and unlaunched cross-disciplinary collaboration at HS.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

No material differences between Budgeted Expenditures and Estimated Actual Expenditure and/or Planned Percentages of Improved Services and Estimated Actual Percentages.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Effective Actions:

2.3: Career pathway integration began to be planned in both middle school and high school , laying groundwork for future alignment.

2.8: External PD (e.g., CABE, CATE, COABE) significantly enriched instructional practices and promoted shared learning.

Less Effective/Incomplete Actions:
2.4: Communication strategies lacked a centralized online platform, limiting accessibility and consistency in curriculum messaging.

2.6 & 2.7: PD for tech integration and new curriculum frameworks was either still pending or not uniformly implemented. High school identified a training gap in mental health and tech use.

2.11: HS use of technology was not supported by a structured digital literacy plan, reducing instructional consistency and depth.

2.12 (HS): No formal implementation yet of cross-disciplinary collaboration; planning stages are still conceptual.

2.13: Progress on A-G approvals are still pending.

Overall, many actions are positively contributing to the goal, but gaps in execution and follow-through, particularly in professional development and digital systems, are limiting full impact.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Several adjustments and refinements are planned for the coming year as a result of internal reflection, feedback from staff, and assessment of implementation gaps:
Professional Development Expansion (2.6–2.8):

Interdisciplinary Planning Structure (2.12): High school will initiate quarterly meetings for cross-disciplinary collaboration, modeled after middle school pilot sessions. These will include action plans with timelines and defined outcomes.

Curriculum Implementation (2.1 & 2.5): High school will fully implement its updated materials in August 2025.

College & Career Pathways (2.3): high school will further define pathways by formalizing curriculum integration and identifying post-secondary alignment opportunities.

A–G Course Approval Support (2.13): This item will remain a priority in Goal 2 moving forward and will be closely tracked for progress, including documentation and submission of required materials for University of California approval.

These planned changes aim to build upon progress made while directly addressing challenges, particularly around communication, PD equity, digital structure, and high school collaboration.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Alignment of Curriculum	Evaluate existing curriculum and instructional practices to ensure alignment to English Language Development (ELD), Common Core, Physical Fitness Standards, and Next Generation Science Standards.	$55,616.15	Yes
2.2	Establish Learning Outcomes	Establish student learning outcomes by courses, utilizing assessment platforms and data.		No

Action #	Title	Description	Total Funds	Contributing
2.3	College & Career Pathways	Develop College and Career Pathways within the school’s curriculum.	$97,930.30	Yes
2.4	Communication of Curriculum & Assessment	Communicate clearly to all educational partners the school's curriculum and assessment framework.	$11,457.60	No
2.5	Refinement of Resources	Select instructional resources for each specific courses and departments.	$11,457.60	No
2.6	PD for Classified & Certificated Staff: Tech & Assessments	Coordinate and implement professional growth for classified and certificated staff to meet 21st century skills, including integration of technology into instruction.	$315,716.15	Yes
2.7	PD for New Curriculum	Coordinate Professional Development opportunities to support new curriculum frameworks.		No
2.8	PD for School Leaders & Instructional Staff	Select, develop, and implement professional development for school leaders and instructional staff on use of adopted resources.	$31,338.00	No
2.9	Allocation of Resources to Successfully Implement the Curriculum & Assessment Framework	Human and financial resources are allocated to successfully implement the curriculum and assessment framework.	$45,798.00	No
2.10	Additional Academic Support	Teacher Assistants will provide additional academic support to ELD students or students who are not meeting learning outcomes.	$75,509.50	Yes
2.11	Digital Literacy	Offer opportunities for students to develop digital literacy skills		Yes

Action #	Title	Description	Total Funds	Contributing
2.12	Enhancing Interdisciplinary Collaboration: Structuring Sessions and Action Plans	Establish dedicated cross-disciplinary collaboration sessions to concentrate on generating interdisciplinary projects and develop an action plan encompassing a timeline, outcomes, and metrics to facilitate the collaboration process.	$11,457.60	No
2.13	High School A-G course approvals	High School A-G course approvals for World History, U.S. History, American Government, Economics, Art, Spanish 2, and college preparatory elective High School A-G course approvals.	$6,500.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Provide students and families with academic, socio-emotional, and socioeconomic support to increase attendance, school connectedness, retention, graduation rate, and post-secondary success.	Equity Multiplier Focus Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Provide students and families with academic, socio-emotional, and socioeconomic support to increase attendance, school connectedness, retention, graduation rate, and post-secondary success.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Number of professional development opportunities for teachers, staff and leadership to support and refer students for specific needs.	100% of school staff completed SafeSchools Training. 100% attended professional development sessions offered by the school.	100% of school staff completed SafeSchools Training. 100% attended professional development sessions offered by the school.		100% of school staff will completere SafeSchools Training. 100% will attend professional development sessions offered by the school.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.2	Efforts to seek student and parent/families input in decision making. Local Indicator Priority 3 Self-Reflection Tool	Full Implementation Local Indicator Priority 3 Self-Reflection Tool	Full Implementation Local Indicator Priority 3 Self-Reflection Tool		Full Implementation & Sustainability Local Indicator Priority 3 Self-Reflection Tool	
3.3	Positive School Climate % participation in bi-annual Family & Student Feedback Survey	56% participation by adult students in bi-annual feedback surveys. Source: Fall 2023 survey	60% participation by adult students in bi-annual feedback surveys. Source: Spring 2025 Survey.		90% participation by students in bi-annual feedback surveys	
3.4	Suspension Rate	0% Source: DataQuest Suspension Rate Year: 2023	0% Source: DataQuest Suspension Rate Year: 2024		0% Source: DataQuest Suspension Rate	
3.5	Expulsion Rate	0% Source: DataQuest Expulsion Rate Year: 2023	0% Source: DataQuest Expulsion Rate Year: 2024		0% Source: DataQuest Expulsion Rate	
3.6	Positive School Climate Bi-annual Student Feedback Survey % who respond positively that they feel	78.86% of staff, & students feel connected to Escuela Popular according to the survey responses.	81.3% of students feel connected to Escuela Popular according to the survey responses.		Maintain a high percentage of staff, & students feel connected to Escuela Popular according to the	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	safe & connected to the school: -Students -Teachers	Source: Fall 2023 survey	Source: Spring 2025 Survey		survey responses. 100% of staff, & students feel safe at Escuela Popular according to the survey responses.	
3.7	Attendance Rate	81.91% schoolwide Source: SIS Attendance Year: 2023-24	81.74% schoolwide Source: SIS Attendance Year: 2024-25		Increase attendance rate by 3% from previous year.	
3.8	Chronic Absenteeism	66.4 schoolwide Source: DataQuest Chronic Absenteeism Year: 2022-23	67.1 schoolwide Source: DataQuest Chronic Absenteeism Year: 2023-24		Decrease chronic absenteeism by 3%	
3.9						

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

As part of our implementation process, we hired additional staff, including a case manager and a Family Engagement Specialist who focus on socio-emotional support. This strategic staffing expansion allowed us to provide essential services that address the complex challenges our community faces. Escuela Popular has always been deeply connected to students' needs since its origins. This legacy of responsiveness and community-rooted care guided our decision to adjust and enhance our implementation efforts. By honoring this foundation, we ensured our programs continued to meet students and families where they are—emotionally, academically, and culturally.

As a result, we were able to respond in real time to the evolving needs and realities of our community. This adaptive approach led to increased engagement, strengthened trust, and greater participation in our programs. One of our key successes is that our implementation efforts not only align with our stated goals, but also authentically reflect the lived experiences and voices of the families we serve. Additionally, we continue developing our Crisis Response Team to better support students and families in areas of need such as mental health, medical care, housing, and unemployment.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

No material differences between Budgeted Expenditures and Estimated Actual Expenditure and/or Planned Percentages of Improved Services and Estimated Actual Percentages.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Truancy & Chronic Absenteeism A staff member has been assigned to consistently monitor attendance and maintain regular follow-up communication with families. We have implemented attendance incentives and positive recognition strategies, along with a tracking system to identify patterns early. These efforts have had a significant impact, helping to reduce chronic absenteeism and truancy. To strengthen our approach, we plan to increase home visits and deepen collaboration with teachers. This will help us better support families facing challenges such as housing instability and employment barriers, which can affect their children's school attendance.

-Program Case Manager
The school hired the Program Case Manager, a role that has become essential in providing individualized support to students and their families. The case manager plays a key role in preventing student dropout by addressing critical barriers such as unemployment, housing instability, mental health needs, and exposure to violence.
Referrals are made internally by teachers, staff, or directly by students. Once a need is identified, the case manager promptly works to connect students and families with appropriate internal or external resources and support services.
A significant challenge faced by our community is high unemployment and limited access to medical care, often due to families' legal status. These systemic barriers impact students' well-being and engagement in school. Additionally, the growing number of students requiring support has made it difficult to respond promptly to every case, at times affecting follow-up and communication. To sustain the effectiveness of this program, additional resources or staffing may be needed.

-Needs Assessment
The school regularly conducts needs assessments to better understand the challenges students and families face, including unemployment, housing instability, mental health concerns, and family separation. These assessments are used to guide decision-making, allocate resources, and plan targeted interventions. While this process has helped improve support services, we are continuing to strengthen our internal communication systems so that teachers and students can more effectively engage with and utilize the needs assessment tools within the school's organizational structure.

-Social-Emotional Wellbeing

A dedicated staff member was assigned to develop and implement a culturally responsive social-emotional program that provides in-house services to support students and families. The program offers individual, group, and family sessions that focus on helping participants understand their social-emotional needs and learn healthy coping strategies.
To continue strengthening this work, we recognize the need to expand parent workshops and provide more professional development for teachers. Topics such as trauma informed and its impact in learning, child development, emotional regulation, and managing defiant behavior will help staff and families respond more effectively to student needs and promote long-term wellbeing.

-Community School
With our needs assessment system in place, we are better able to identify the specific challenges our students and families face.
This has allowed us to establish strong, collaborative partnerships with community organizations, enabling us to provide essential services that support both academic and personal success.
One key success has been proving access to housing support through our partnership with the HMIS system, which allows us to connect families to housing resources more efficiently. Another important achievement has been organizing in-house vaccination clinics and collaborating with local health organizations to help students enroll in medical coverage. Additionally, we were able to offer vision and hearing screenings on-site for certain grade levels, thanks to these partnerships.

We will continue to strengthen and expand these partnerships based on the needs identified through our assessments. By bringing relevant services directly into the school and offering targeted referrals, we are better positioned to help our students and families succeed.

High School Post-secondary Engagement:

EPCTC promotes college and career readiness for multilingual and underserved students through key initiatives:

Dual/Concurrent Enrollment: In partnership with San Jose City College, students earn free college credit while completing high school.

Career Exploration: Semester workshops cover career identity, digital and professional skills, financial aid, and goal setting.

Certificate Pathways (In Progress): Career readiness sequence under development, with a focus on Child Development and Education.

Instructional Alignment: Teachers receive training in college-ready instruction, integrated English skills, and culturally responsive teaching. Progress is tracked using readiness benchmarks.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes on planned goals and metrics.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Truancy & Student Services	All students who are experiencing truancy, personal needs, or academic concerns will have access to the Student Services team that includes case management as monitored by the student support team via PowerSchool reports or referrals.	$33,387.00	Yes
3.2	Increase Family and Student Engagement	Through a variety of committees, events, and education families and students will have access to resources, support services, input in decision making and capacity building.	$49,369.00	No
3.3	Program Case Manager	Hire a program case manager to take a preliminary assessment of student needs and manage services.	$138,271.05	Yes
3.4	Needs Assessment	Create a needs assessment process to collect data on student needs and analyze available data (service logs) to determine appropriate support services.	$13,618.50	Yes
3.5	Student Involvement	Increase the number of students who provide input through survey, participation in training, and committees.	$51,686.95	No
3.6	Social-emotional Wellbeing	Provide professional mental health services, programs and trainings at the school site that is evidence based and sustainable.	$32,785.35	No

Action #	Title	Description	Total Funds	Contributing
3.7	Community School	Support services for immigrant families and unaccompanied minors continue to be provided such as, childcare, transportation, student resource advocate, academic counselors, legal documentation and case management of basic need services along with a needs assessment process to collect data to determine services to support academic outcomes.	$708,151.90	Yes
3.8	Academic Tutoring & Enrichment Programs	Coordinate a sustainable tutoring and enrichment program to support academic achievement and social emotional wellbeing.	$76,772.55	Yes
3.9	Academic Achievement Recognition	Expand recognition of student achievement, including perfect attendance, Honor Roll, Language Development, Lexile growth, etc.		No
3.10	Educational Partners Communication	Communication with educational partners through ParentSquare, Google Classroom, Teacher Newsletters, Class Dojo, Social Media, Escuela Popular App,and website.		No
3.11	High School Post-secondary engagement	Dual/concurrent enrollment, and certificate obtainment is available to students while attending high school.		No
3.12				
3.14				

Action #	Title	Description	Total Funds	Contributing

Goals and Actions

Goal

Goal #	Description	Type of Goal
4		

State Priorities addressed by this goal.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing

Goals and Actions

Goal

Goal #	Description	Type of Goal
5		

State Priorities addressed by this goal.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$2,413,246	$260,190

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
27.225%	9.910%	$696,224.54	37.135%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.2	**Action:** Establishment of Performance Tasks/Project Based Learning **Need:** Low student performance data for English Learners and Low Income students. **Scope:**	Performance-based tasks and PBL will require students to actively engage with the material, making learning more meaningful and interesting. Students will better retain knowledge through the application of what they are learning.	Lesson Plans, Syllabus, and Scope and Sequence

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
1.3	**Action:** PD for Performance Tasks/Project Based Learning **Need:** Low student performance data for English Learners and Low Income students. **Scope:** LEA-wide	Equipping teachers with the skills to develop performance-based tasks and PBL will require students to actively engage with the material, making learning more meaningful and interesting. Students will better retain knowledge through the application of what they are learning.	Lesson Plans, Syllabus, and Scope and Sequence
1.4	**Action:** Google Classroom Tracking Learning Goals **Need:** Students engaged in tracking their academic progress. **Scope:** LEA-wide	Students will engage more directly in goal-setting and reflection activities, supported by clearer access to their progress data through classroom and digital platforms.	Google Classroom usage data and surveys
1.7	**Action:** Data Analysis to Inform Instruction **Need:** Low student performance data for English Learners and Low Income students. **Scope:** LEA-wide	By consistently analyzing data, teachers can identify specific needs and gaps in understanding, particularly for English Learners and Low-Income students, enabling targeted interventions.	Student achievement data, progress monitoring reports, and assessment scores.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.8	**Action:** PD Strategic Plan **Need:** Low student performance data for English Learners and Low Income students. **Scope:** LEA-wide	Equips teachers with the skills to analyze data effectively and implement strategies that address the unique challenges faced by English Learners and Low-Income students.	Professional development attendance records, implementation fidelity checks, and student performance data.
1.9	**Action:** ELD PD **Need:** Low student performance data for English Learners and Low Income students. **Scope:** LEA-wide	Enhance teachers' ability to support English Learners in developing language proficiency.	Teacher PD attendance, ELPAC scores, and classroom observation reports.
1.12	**Action:** PD Database **Need:** Low student performance data for English Learners and Low Income students **Scope:** LEA-wide	Equips teachers with the skills to effectively analyze data and implement strategies that address the unique challenges faced by English learners and low-income students. Systematic analysis of student performance allows for frequent modifications to curriculum and instructional practices, enhancing student outcomes.	Professional development attendance records, implementation fidelity checks, and student performance data.
2.1	**Action:** Alignment of Curriculum **Need:**	Ensures that dual immersion programs are effectively supporting English language acquisition, helping ELs develop proficiency in both English and the partner language. Identifies	Student achievement scores in language proficiency, math, science, and physical education to

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	High number of students not meet their NWEA annual growth target in reading and math. **Scope:** LEA-wide	gaps in current practices, leading to tailored interventions that address the specific needs of ELs.	measure the impact of the revised curriculum.
2.3	**Action:** College & Career Pathways **Need:** High number of students not meet their NWEA annual growth target in reading and math. **Scope:** LEA-wide	Offer early exposure to career opportunities and post-secondary education pathways, which is crucial for English Learners and Low-Income students who may lack such resources.	Enrollment in pathway programs and successful completion of courses.
2.6	**Action:** PD for Classified & Certificated Staff: Tech & Assessments **Need:** High number of students not meet their NWEA annual growth target in reading and math. **Scope:** LEA-wide	Enhance the ability of staff to engage students by integrating technology into instruction, benefiting those with limited access to such resources at home.	PD attendance, technology usage reports, student engagement surveys.
2.10	**Action:** Additional Academic Support **Need:** High number of students do not meet their NWEA annual growth target in reading and math.	Teacher Assistants will provide additional academic support to ELD students or students who are not meeting learning outcomes.	Student achievement data, progress monitoring reports, and assessment scores.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: LEA-wide		
2.11	**Action:** Digital Literacy **Need:** High number of students do not meet their NWEA annual growth target in reading and math. **Scope:** LEA-wide	Offer targeted digital literacy courses and integrate technology into the curriculum.	Course participation and student achievement data.
3.1	**Action:** Truancy & Student Services **Need:** High number of students experiencing chronic absenteeism and truancy. **Scope:** LEA-wide	Provide targeted support to address barriers to attendance and learning, ensuring these students receive necessary interventions.	Attendance records, PowerSchool reports, case management logs.
3.3	**Action:** Program Case Manager **Need:** Needs assessment data shows a wide variety of needs to address to support student success in school. **Scope:**	Ensures comprehensive assessment and management of services to address the unique needs of these students.	Case management reports,service utilization data, student outcome data.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.4	**Action:** Needs Assessment **Need:** A high number of students do not meet their NWEA annual growth target in reading and math. **Scope:** LEA-wide	Efficiently collect data on student needs to determine appropriate support services to support student success.	Needs assessment data, service utilization data, and student outcome data
3.7	**Action:** Community School **Need:** Large concentration of immigrant families and unaccompanied minors. **Scope:** LEA-wide	Addresses barriers to education and ensures these students receive the necessary support for academic success.	Service utilization records, needs assessment data, academic performance data.
3.8	**Action:** Academic Tutoring & Enrichment Programs **Need:** Low student performance data for English Learners and Low Income students. **Scope:** LEA-wide	Provides additional academic support and enrichment opportunities, enhancing both academic and social-emotional outcomes.	Tutoring attendance, enrichment program participation, academic and social-emotional assessment results.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

The services provided to English learners, low-income students, and foster youth will increase proportionally due to the increase in funding. The increased percentage is met by all the actions and services included in the Local Control Accountability Plan. As the school primarily serves low-income students and English learners, the allocation of funding school-wide will directly impact the services offered to these groups. The funds we will receive enable us to continue offering an extended school day, hiring high quality teachers, and offer specialized training to our staff to ensure our subgroups are receiving instruction tailored to their needs.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

The school will allocate funds to recruit, train, and increase number of staff to provide additional support services for students, including tutoring, Saturday Academy, enrichment activities, and extra course offerings.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		1:30
Staff-to-student ratio of certificated staff providing direct services to students		1:20

2025-26 Total Planned Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	8,863,965	2,413,246	27.225%	9.910%	37.135%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$3,199,259.25	$0.00	$0.00	$0.00	$3,199,259.25	$3,135,220.25	$64,039.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Student Learning Goals (HS)	All	No			All Schools	Year Round								
1	1.2	Establishment of Performance Tasks/Project Based Learning	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$517,250.70	$0.00	$517,250.70				$517,250.70	
1	1.3	PD for Performance Tasks/Project Based Learning	English Learners Low Income	Yes	LEA-wide	English Learners Low Income		Year Round	$260,060.25	$0.00	$260,060.25				$260,060.25	
1	1.4	Google Classroom Tracking Learning Goals	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$11,457.60	$3,120.00	$14,577.60				$14,577.60	
1	1.5	PD for Google Classroom Tracking					All Schools	Year Round								
1	1.6	Google Classroom Tracking System	All	No			All Schools	Year Round								
1	1.7	Data Analysis to Inform Instruction	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		Year Round	$278,493.25	$0.00	$278,493.25				$278,493.25	
1	1.8	PD Strategic Plan	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Year Round	$43,049.60	$0.00	$43,049.60				$43,049.60	
1	1.9	ELD PD	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		$315,047.05	$0.00	$315,047.05				$315,047.05	
1	1.10	External PD	All	No			All Schools									

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.11	Instructional Practices to Advance Student Achievement	All	No			All Schools									
1	1.12	PD Database	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools		$3,957.60	$0.00	$3,957.60				$3,957.60	
1	1.13	Teacher Credentialing	All	No			All Schools									
2	2.1	Alignment of Curriculum	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$55,616.15	$0.00	$55,616.15				$55,616.15	
2	2.2	Establish Learning Outcomes	All	No			All Schools	Year Round								
2	2.3	College & Career Pathways	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$97,930.30	$0.00	$97,930.30				$97,930.30	
2	2.4	Communication of Curriculum & Assessment	All	No			All Schools	Year Round	$11,457.60	$0.00	$11,457.60				$11,457.60	
2	2.5	Refinement of Resources	All	No			All Schools	Year Round	$11,457.60	$0.00	$11,457.60				$11,457.60	
2	2.6	PD for Classified & Certificated Staff: Tech & Assessments	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$315,716.15	$0.00	$315,716.15				$315,716.15	
2	2.7	PD for New Curriculum	All	No			All Schools	Year Round								
2	2.8	PD for School Leaders & Instructional Staff	All	No			All Schools	Year Round	$0.00	$31,338.00	$31,338.00				$31,338.00	
2	2.9	Allocation of Resources to Successfully Implement the Curriculum & Assessment Framework	All	No			All Schools	Year Round	$45,798.00	$0.00	$45,798.00				$45,798.00	
2	2.10	Additional Academic Support	English Learners Low Income	Yes	LEA-wide	English Learners Low Income		Year Round	$75,509.50	$0.00	$75,509.50				$75,509.50	
2	2.11	Digital Literacy	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools									

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.12	Enhancing Interdisciplinary Collaboration: Structuring Sessions and Action Plans	All	No			All Schools		$11,457.60	$0.00	$11,457.60				$11,457.60	
2	2.13	High School A-G course approvals	All	No			All Schools		$6,500.00	$0.00	$6,500.00				$6,500.00	
3	3.1	Truancy & Student Services	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$33,387.00	$0.00	$33,387.00				$33,387.00	
3	3.2	Increase Family and Student Engagement	All	No			All Schools	Year Round	$49,369.00	$0.00	$49,369.00				$49,369.00	
3	3.3	Program Case Manager	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$138,271.05	$0.00	$138,271.05				$138,271.05	
3	3.4	Needs Assessment	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$10,888.50	$2,730.00	$13,618.50				$13,618.50	
3	3.5	Student Involvement	All	No			All Schools	Year Round	$51,686.95	$0.00	$51,686.95				$51,686.95	
3	3.6	Social-emotional Wellbeing	All	No			All Schools	Year Round	$32,785.35	$0.00	$32,785.35				$32,785.35	
3	3.7	Community School	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$681,300.90	$26,851.00	$708,151.90				$708,151.90	
3	3.8	Academic Tutoring & Enrichment Programs	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	Year Round	$76,772.55	$0.00	$76,772.55				$76,772.55	
3	3.9	Academic Achievement Recognition	All	No			All Schools	Year Round								
3	3.10	Educational Partners Communication	All	No			All Schools	Year Round								
3	3.11	High School Post-secondary engagement	All	No			All Schools	Year Round								
3	3.12							Year Round								
3	3.13							Year Round								

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
8,863,965	2,413,246	27.225%	9.910%	37.135%	$2,947,409.15	0.000%	33.252 %	**Total:**	$2,947,409.15
								LEA-wide Total:	$2,947,409.15
								Limited Total:	$0.00
								Schoolwide Total:	$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	**1.2**	Establishment of Performance Tasks/Project Based Learning	Yes	LEA-wide	English Learners Low Income	All Schools	$517,250.70	
1	**1.3**	PD for Performance Tasks/Project Based Learning	Yes	LEA-wide	English Learners Low Income		$260,060.25	
1	**1.4**	Google Classroom Tracking Learning Goals	Yes	LEA-wide	English Learners Low Income	All Schools	$14,577.60	
1	**1.5**	PD for Google Classroom Tracking				All Schools		
1	**1.7**	Data Analysis to Inform Instruction	Yes	LEA-wide	English Learners Foster Youth Low Income		$278,493.25	
1	**1.8**	PD Strategic Plan	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$43,049.60	
1	**1.9**	ELD PD	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$315,047.05	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.12	PD Database	Yes	LEA-wide	English Learners Low Income	All Schools	$3,957.60	
2	2.1	Alignment of Curriculum	Yes	LEA-wide	English Learners Low Income	All Schools	$55,616.15	
2	2.3	College & Career Pathways	Yes	LEA-wide	English Learners Low Income	All Schools	$97,930.30	
2	2.6	PD for Classified & Certificated Staff: Tech & Assessments	Yes	LEA-wide	English Learners Low Income	All Schools	$315,716.15	
2	2.10	Additional Academic Support	Yes	LEA-wide	English Learners Low Income		$75,509.50	
2	2.11	Digital Literacy	Yes	LEA-wide	English Learners Low Income	All Schools		
3	3.1	Truancy & Student Services	Yes	LEA-wide	English Learners Low Income	All Schools	$33,387.00	
3	3.3	Program Case Manager	Yes	LEA-wide	English Learners Low Income	All Schools	$138,271.05	
3	3.4	Needs Assessment	Yes	LEA-wide	English Learners Low Income	All Schools	$13,618.50	
3	3.7	Community School	Yes	LEA-wide	English Learners Low Income	All Schools	$708,151.90	
3	3.8	Academic Tutoring & Enrichment Programs	Yes	LEA-wide	English Learners Low Income	All Schools	$76,772.55	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$2,673,155.00	$2,954,450.26

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Student Learning Goals (HS)	No		
1	**1.2**	Establishment of Performance Tasks/Project Based Learning	Yes	$242,215.25	$256,245.66
1	**1.3**	Establishment of Performance Tasks Rubrics	No		
1	**1.4**	PD for Performance Tasks/Project Based Learning	Yes	$204,380.75	$248,485.66
1	**1.5**	100% Implementation of Performance Rubrics	Yes	$151,978.75	$217,519.49
1	**1.6**	Google Classroom Tracking Learning Goals	No	$9,855.50	$16,388.00
1	**1.7**	PD for Google Classroom Tracking	No		
1	**1.8**	Google Classroom Tracking System	No		
1	**1.9**	Data Analysis to Inform Instruction	Yes	$36,385.50	$44,529.87
1	**1.10**	PD Strategic Plan	Yes	$26,995.50	$33,029.87
1	**1.11**	ELD PD	Yes	$283,754.05	$285,702.65

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.12	External PD	No		
1	1.13	Instructional Practices to Advance Student Achievement	No		
1	1.14	Data Analysis Protocol		$225,934.75	$228,704.49
1	1.15	PD Database	No	$11,305.00	$5,496.67
2	2.1	Alignment of Curriculum	Yes	$83,157.25	$54,666.40
2	2.2	Establish Learning Outcomes	No		
2	2.3	College & Career Pathways	Yes	$84,371.50	$98,207.27
2	2.4	Communication of Curriculum & Assessment	No	$10,855.50	$14,884.67
2	2.5	Refinement of Resources	No	$10,855.50	$14,884.67
2	2.6	PD for Classified & Certificated Staff: Tech & Assessments	Yes	$208,407.75	$300,274.95
2	2.7	PD for New Curriculum	No		
2	2.8	PD for School Leaders & Instructional Staff	No	$3,183.60	$11,359.24
2	2.9	Allocation of Resources to Successfully Implement the Curriculum & Assessment Framework	No	$43,610.00	$46,516.67
2	2.10	Additional Academic Support	Yes	$75,646.50	$101,894.08

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.11	Digital Literacy			
2	2.12	Enhancing Interdisciplinary Collaboration: Structuring Sessions and Action Plans	No	$10,855.50	$14,884.67
3	3.1	Truancy & Student Services	Yes	$15,894.00	$27,814.03
3	3.2	Increase Family and Student Engagement	No	$47,329.50	$56,750.57
3	3.3	Program Case Manager	Yes	$73,359.00	$71,737.50
3	3.4	Needs Assessment	Yes	$12,396.00	$15,127.50
3	3.5	Student Involvement	No	$47,329.50	$54,325.57
3	3.6	Social-emotional Wellbeing	No	$18,780.00	$32,142.50
3	3.7	Community School	Yes	$595,297.10	$600,589.46
3	3.8	Academic Tutoring & Enrichment Programs	Yes	$98,071.75	$99,688.15
3	3.9	Academic Achievement Recognition	No		
3	3.10	Educational Partners Communication	No		
3	3.11	High School Post-secondary engagement	No		
3	3.12	High School A-G course approvals	No	$40,950.00	$2,600.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
2,665,198.00	$1,838,106.25	$1,968,973.46	($130,867.21)	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	Establishment of Performance Tasks/Project Based Learning	Yes	$229,071.05	$261,688.84		
1	1.4	PD for Performance Tasks/Project Based Learning	Yes	$254,099.90	$246,855.84		
1	1.5	100% Implementation of Performance Rubrics	Yes	$227,469.90	$218,529.67		
1	1.9	Data Analysis to Inform Instruction	Yes	$22,641.40	$28,504.67		
1	1.10	PD Strategic Plan	Yes	$56,216.10	$50,259.27		
1	1.11	ELD PD	Yes	$32,141.10	$38,759.27		
2	2.1	Alignment of Curriculum	Yes	$79,026.85	$93,910.06		
2	2.3	College & Career Pathways	Yes	$86,573.50	$107,393.67		
2	2.6	PD for Classified & Certificated Staff: Tech & Assessments	Yes	$287,606.00	$258,784.84		
2	2.10	Additional Academic Support	Yes	$334,066.00	$412,763.87		
3	3.1	Truancy & Student Services	Yes	$29,518.00	$27,814.03		
3	3.3	Program Case Manager	Yes	$39,501.00	$42,847.50		
3	3.4	Needs Assessment	Yes	$9,084.00	$13,072.50		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	**3.7**	Community School	Yes	$69,400.20	$92,893.00		
3	**3.8**	Academic Tutoring & Enrichment Programs	Yes	$81,691.25	$74,896.43		

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
7,025,696.00	2,665,198.00		37.935%	$1,968,973.46	0.000%	28.025%	$696,224.54	9.910%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

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

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement
An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.

- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or

    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.

    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
  - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

  The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2024

Appendix 18: Course Sequence and A-G Approved Courses

EPCTC High School Course Matrix & College Readiness Pathways

Scope and Sequence

The table below reflects the updated scope and sequence for EPCTC grades 9–12, aligned with California Graduation Requirements and based on current course offerings listed in the charter petition:

9th Grade	10th Grade	11th Grade	12th Grade
ELD 1, 2, or 3	English 1	English 2	English 3
Algebra Readiness	Integrated Math 1	Integrated Math 2	Integrated Math 3 (optional)
Elective	Elective	World History	U.S. History
Elective	Integrated Science 1	Integrated Science 2	Government/ Economics
Physical Education 1	Physical Education 1	Elective	Elective
Fine Art or Foreign Language	Elective	Elective	Elective

Courses meet UC/CSU eligibility.

Elective classes:

- Conversational English
- Art
- Basic Computer Skills

Escuela Popular High School
A-G Approved Courses

All subject areas by course title

Title	Transcript Abbreviation(s)	Local Course Code(s)	Course Details
Biology D Biology / Life Sciences	Biology (D)		Classroom-based
CCSS Integrated Math 1 C Mathematics I	InterMath1 (C)		Classroom-based
CCSS Integrated Math 2 C Mathematics II	InterMathII (C)	327M C	Classroom-based
Chemistry (D) D Chemistry	Chem		Classroom-based
English 1 B English	English 1	115EC	Classroom-based
English 2 B English	English 2	118E C	Classroom-based
English 3 B English	English 3	136E C	Classroom-based

English 4 B English	English 4	138EC	Classroom-based
Integrated Math III C Mathematics III	InterMath3		Classroom-based
Integrated Science 1 D Integrated Science 1	InterSci1 (D)		Classroom-based
Integrated Science 2 D Integrated Science 2	InterSci2 (D)	208S C	Classroom-based
Physics (D) D Physics	Physic		Classroom-based
Spanish for Spanish Speakers 1 E LOTE Level 1	Span for Span Speakers 1		Classroom-based
U.S. History A U.S. History	414H C	Core, USH, 2023	Classroom-based
World History and Geography A World History / Cultures / Historical Geography	400 H C		Classroom-based

Appendix 19: Assessment Calendar

Escuela Popular

CTC Assessment Calendar 2024-2025

JULY

M	T	W	TH	F	S	S	
1	2	3	4	5	6	7	Independance Day Holiday July 4
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

AUGUST

M	T	W	T	F	S	S	
			1	2	3	4	First day of school Aug 5/ Regreso a clases agosto 5
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

SEPTEMBER

M	T	W	TH	F	S	S	
						1	Labor Day Holiday Sep 2
2	3	4	5	6	7	8	NWEA HS Fall Administration
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

OCTOBER

M	T	W	TH	F	S	S	
	1	2	3	4	5	6	ELPAC Initial HS CTC
7	8	9	10	11	12	13	Oct. 4 & 7 - No classes
14	15	16	17	18	19	20	HS Q1 Final Exams Oct 1, 2, & 3
21	22	23	24	25	26	27	Q2 Begins Oct 8
28	29	30	31				

NOVEMBER

M	T	W	TH	F	S	S	
				1	2	3	Veterans Day Holiday Nov 11
4	5	6	7	8	9	10	Thanksgiving Holiday Nov 27, 28, & 29
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

DECEMBER

M	T	W	TH	F	S	S	
						1	
2	3	4	5	6	7	8	HS Q2 Final Exams Dec 10, 11, & 12
9	10	11	12	13	14	15	Winter Vacation Dec 13 - Jan 6
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

JANUARY

M	T	W	TH	F	S	S	
		1	2	3	4	5	NWEA HS Winter Administration
6	7	8	9	10	11	12	Winter Vacation Dec 13 - Jan 6
13	14	15	16	17	18	19	Q3 Begins January 7
20	21	22	23	24	25	26	Martin L. King Holiday 20
27	28	29	30	31			

FEBRUARY

M	T	W	TH	F	S	S	
					1	2	ELPAC Summative HS
3	4	5	6	7	8	9	President's Day Holiday 14 & 17
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28			

MARCH

M	T	W	TH	F	S	S	
					1	2	HS Q3 Final Exams March 11, 12, & 13
3	4	5	6	7	8	9	Spring Break March 14- 24
10	11	12	13	14	15	16	Q4 Begins March 25
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	Smarter Balanced ELA & Math/Science (11th & 12th Grade)
31							

APRIL

M	T	W	TH	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

M	T	W	TH	F	S	S	
			1	2	3	4	NWEA Spring Administration May 12-15 (Eng.1- Eng 3)
5	6	7	8	9	10	11	Memorial Day Holiday 26
12	13	14	15	16	17	18	Physical Fitness Test CTC (9th Grade)
19	20	21	22	23	24	25	NWEA Spring Administration May 16 -23 (ELD Classes)
26	27	28	29	30	31		

JUNE

M	T	W	TH	F	S	S	
						1	Last day of school June 12/ Último día de clases junio 12
2	3	4	5	6	7	8	HS Q4 Final Exams June 10, 11, & 12
9	10	11	12	13	14	15	Juneteenth Holiday June 19
16	17	18	19	20	21	22	HS Graduation June 14
23	24	25	26	27	28	29	
30							

CODES:

HOLIDAYS / VACATIONS

Classes Begin / Classes Ending

Finals

High School Adults 189 - Instructional D

EscuelaPopular

Appendix 20: Student Accountability Report Card

Escuela Popular/Center for Training and Careers

2023-2024 School Accountability Report Card
(Published During the 2024-2025 School Year)

General Information about the School Accountability Report Card (SARC)

SARC Overview

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

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

A hard copy of the School Accountability Report Card is available at your School Office, upon request.

DataQuest

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

California School Dashboard

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

Internet Access

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

Admission Requirements for the University of California (UC)	Admission requirements for the UC follow guidelines set forth in the Master Plan, which requires that the top one-eighth of the state's high school graduates, as well as those transfer students who have successfully completed specified college course work, be eligible for admission to the UC. These requirements are designed to ensure that all eligible students are adequately prepared for University-level work. For general admissions requirements, please visit the UC Admissions Information website at https://admission.universityofcalifornia.edu/.
Admission Requirements for the California State University (CSU)	Eligibility for admission to the CSU is determined by three factors: (1) Specific high school courses, (2) Grades in specified courses and test scores, and (3) Graduation from high school. Some campuses have higher standards for particular majors or students who live outside the local campus area. Because of the number of students who apply, a few campuses have higher standards (supplementary admission criteria) for all applicants. Most CSU campuses have local admission guarantee policies for students who graduate or transfer from high schools and colleges that are historically served by a CSU campus in that region. For admission, application, and fee information, see the CSU website at https://www2.calstate.edu/.

2024-25 School Contact Information

School Name	Escuela Popular/Center for Training and Careers
Street	149 North White Rd
City, State, Zip	San Jose
Phone Number	408-275-7191
Principal	Patricia Reguerin
Email Address	patricia@escuelapopular.org
School Website	http://www.escuelapopular.org
Grade Span	9-12
County-District-School (CDS) Code	43694270107151

2024-25 District Contact Information

District Name	Escuela Popular/CTC Family Learning Center
Phone Number	408-347-5000
Superintendent	Glenn Vander Zee
Email Address	vanderzeeg@esuhsd.org
District Website	www.esuhsd.org

2024-25 School Description and Mission Statement

Welcome to the 2024-2025 school year!

This is our year to continue the empowering and profound work at Escuela Popular's Bilingual Family Learning Center. It is through the collective effort and commitment of time and energy that we are able to carry forward with our Founder Maestra Lidia's vision and legacy.
Our school is at the forefront of intergenerational learning through our Bilingual Family Learning Center, designed to meet the needs of immigrant families.

2024-25 School Description and Mission Statement

Our overall vision and goals set forth by our LCAP, are to focus on providing all staff with pathways for continued professional and personal growth. Allowing our organization to be equipped and prepared to meet the evolving needs
of the families we serve. We have organized our campus and personnel to provide ample opportunities for mentorship, collaboration,
and innovation.

It is our utmost pleasure to work with our school community to meet our goal of providing students with a high-quality education,
an environment that fosters respect, curiosity, and potential.

Sincerely,
Patricia Reguerin
Executive Director

About this School

2023-24 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 9	447
Grade 10	33
Grade 11	2
Grade 12	33
Total Enrollment	515

2023-24 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	52
Male	48
Hispanic or Latino	100
English Learners	17.3
Homeless	14.8
Socioeconomically Disadvantaged	82.3
Students with Disabilities	0.2

A. Conditions of Learning

State Priority: Basic

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

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

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	4.90	29.99	943.40	83.36	228366.10	83.12
Intern Credential Holders Properly Assigned	0.40	3.00	29.90	2.65	4205.90	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	10.00	61.44	71.80	6.35	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.00	0.00	25.50	2.25	12115.80	4.41
Unknown/Incomplete/NA	0.90	5.51	60.90	5.39	18854.30	6.86
Total Teaching Positions	16.30	100.00	1131.80	100.00	274759.10	100.00

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

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	4.60	29.65	943.60	82.39	234405.20	84.00
Intern Credential Holders Properly Assigned	0.50	3.19	35.40	3.10	4853.00	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	10.10	64.66	79.50	6.95	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.00	0.00	25.60	2.24	11953.10	4.28
Unknown/Incomplete/NA	0.30	2.43	60.90	5.32	15831.90	5.67
Total Teaching Positions	15.60	100.00	1145.30	100.00	279044.80	100.00

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

2022-23 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	5.90	37.46	923.60	82.88	231142.40	100.00
Intern Credential Holders Properly Assigned	0.00	0.00	22.80	2.05	5566.40	2.00
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	9.20	58.48	91.50	8.21	14938.30	5.38
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.60	4.00	22.90	2.06	11746.90	4.23
Unknown/Incomplete/NA	0.00	0.00	53.30	4.79	14303.80	5.15
Total Teaching Positions	15.70	100.00	1114.40	100.00	277698	100

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

Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020-21	2021-22	2022-23
Permits and Waivers	0.00	0.00	0
Misassignments	10.00	10.10	9.2
Vacant Positions	0.00	0.00	0
Total Teachers Without Credentials and	10.00	10.10	9.2

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

Indicator	2020-21	2021-22	2022-23
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00	0.6
Local Assignment Options	0.00	0.00	0
Total Out-of-Field Teachers	0.00	0.00	0.6

Class Assignments

Indicator	2020-21	2021-22	2022-23
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	56.70	51	61.3
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	52.10	48.5	39.7

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

2024-25 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Year and month in which the data were collected	1/23/2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Edge Hampton-BrownVisions Language, Literature, Content Book A (Heinle Cengage Learning 2004) Visions Language, Literature, Content Book B (Heinle Cengage Learning 2004) Visions Language, Literature, Content Book C (Heinle Cengage Learning 2004) Longman Keystone Book B (Pearson Education 2008) (adopted 2011)Keys to Learning (Pearson Education 2005) (adopted 2011) Animal Farm (adopted 2012) Parrot in the Oven (adopted 2012) Narrative of Frederick Douglas (adopted 2012) For Colored Girls (adopted 2012) Night (adopted 2012) I Know Why the Caged Bird Sings (adopted 2012) Diary of Anne Frank (adopted 2013)The Pearl (adopted 2013) The Circuit (adopted 2013) The Glass Menagerie (adopted 2013) Breaking Through (adopted 2013) And the Earth Did Not Devour Him (adopted 2013) Macbeth (adopted 2013) Our Town (adopted 2013) Chicana Falsa (adopted 2013) Poems of Pablo Neruda (adopted 2013) Who's Irish (adopted 2014) NoRedInk Google Classroom G-Suite Newsela	Yes	0

Mathematics	Big Ideas Math. Integrated Mathematics I, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics II, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics III, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Pre Algebra; Malloy, Price, et al.; Glencoe McGraw - Hill; 2003, Columbus,Ohio(adopted 2008) Elementary and Intermediate Algebra (A Combined Course); Charles P. McKeague;Thomson Brooks/Cole; 2004, Belmont , CA (2008) (adopted 2008) Geometry; Siegfried Haenisch; A GS; 2001, USA (adopted 2008) Integrated Mathematics, Kanold, Timothy, Houghton Mifflin Hardcourt Company, 2015 Khan Academy Teacher-created Material	Yes	0
Science	Science Explorer Series “From Bacteria to Plants” (Prentice Hall, 2002) (adopted 2007) Science Explorer Series “Cells and Heredity” (Prentice Hall, 2005) (adopted 2007) Science Explorer Series “Human Biology” (Prentice Hall, 2002) (adopted 2007) Science Explorer Series “Environmental Science” (Prentice Hall, 2002)(adopted2007) Earth Science (A GS Publishing 2004) (adopted 2005) Physical Science (A GS Publishing 2004) (adopted 2005) Biology, Miller and Levine (Pearson, 2014) (adopted 2014) Conceptual Integrated Science Explorations, Hewitt, Lyons, Suchocki, Yeh (Pearson Education) Biology, Miller and Levine (Pearson, 2014) Science Explorer Series “Environmental Science” (Prentice Hall, 2002) Earth Science (AGS Publishing 2004	Yes	0
History-Social Science	New Ways of Thinking EMC Publishing (2007) (adopted 2011) American Government MaGruders Prentice Hall (2002) (adopted 2010) Modern World History (Patterns and Interaction) Holt McDougal (Houghton Mifflin)(2012) (adopted 2013) The Americans (Reconstruction to the 21st Century)Holt McDougal(HoughtonMifflin) (2012) (adopted 2013) Voices of Freedom 4th Edition (Pearson Education 2012) (adopted 2001)	Yes	0
Foreign Language	El español para nosotros: Curso para hispanohablantes Level 1 (McGraw-Hill)	Yes	0

	TEMA S (adopted 2014)		
Health	The Physiology Coloring Book Kapit /Macey/Meirsami (1987) (adopted 2008) Essentials of Human Anatomy & Physiology John W . Hole Jr. (1987)(WBC)(adopted 2008) Prentice Hall Explorador de Ciencias (2000) (adopted 2008)	Yes	0
Visual and Performing Arts	History of Modern Art by H.H. Arnason 3rd Edtion (Holt , Rinehart , Winston)(adopted 2012) Holt Literature and Language Arts Fine Arts Transparencies (adopted 2012)	Yes	0

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements

Daily maintenance by custodial staff and teaching staff keeps food outside classrooms. LED all areas on campus upgraded in January 2018. A light was installed in the stairs next to room 720 and room 700. Outdoor lighting that was not working was fixed/replaced in December 2024. Daily maintenance keeps restrooms clean and in working condition. All areas are free of any hazardous materials. A playground was updated on 2/2/2018. A small playground was installed in October 2024 in between room 207 and room 300. Gates and fences were installed in January 2018 on the school perimeter.

EPAFLC is co-located at 149 N. White Road in San Jose, CA, the former Pala Middle School, which is within the East Side Union High School District boundaries. Escuela Popular is in its eighth year of a forty-year lease with Alum Rock Union Elementary School District. The current EPAFLC academy is safe, functional, clean, and well-maintained. In July 2011, Escuela Popular re-entered into a one-year Re-Use Agreement with the City of San Jose to operate the Alum Rock Youth Center. Through this agreement, our ASES After-School provider Boys and Girls Club of Silicon Valley runs programs for our K-8 grade students. In addition, students have access to a gymnasium that they use for P.E. and extracurricular activities. The campus is close to public transportation. To maintain a safe facility, EPAFLC employs two-campus supervisors who are available during the morning and evening.

In the spring of 2014, Escuela Popular began to work with a project manager and architectural firm to begin the design of the improvement of 149 N. White Rd. campus. The School designed site plans that would consolidate the EPAFLC and EPCTC academies onto one campus. The project constructed 25 new high-efficiency classrooms in three buildings. The project upgraded the existing track and grass field for school and community use, as well as additional parking lots.

The redesigned new campus houses Escuela Popular’s three academies. On October 19, 2016, the Alum Rock Union Elementary School District approved Escuela Popular’s proposed site plans. The school's new campus opened with newly built classrooms in the Fall of 2018. During the school 2021-2022, four shade structures were added to our facilities. Two of these shade structures were installed in front of the 100 office garden. Structure size 14"x 14". One of these shade structures was installed in front of rooms 702 & 703. Structure Size: 30'x30'. And the other shade structure 30'x40 was installed next to the playground. In October 2024 a new small playground was installed in between room 207 and room 300. iOld water fountains outside of room 204 and outside of the cafeteria were replaced by Elkay Enhanced EZH2O Bottle Filling Station & Single ADA Cooler Filtered 8 GPH Light Gray Model: LZS8WSLP. An additional Elkay Enhanced EZH2O Bottle Filling Station & Single ADA Cooler Filtered 8 GPH Light Gray was installed in building 400 in July 2024. In June 2022 dimmers were installed in the classrooms in buildings 100, 200, 300, 400 and 500. In October 2022 rollup blinds were installed in the classrooms in buildings 100, 200, 300, 400 and 500.

In November of 2021, the roof and ceiling in classrooms 105-107 were replaced.

Any school facilities leased or constructed by EPAFLC shall comply with federal, state, and local building and zoning regulations as applicable to charter schools, including compliance with the Americans with Disabilities Act and include a certificate of occupancy.

School Facility Conditions and Planned Improvements

Year and month of the most recent FIT report	April 2024

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Blinds were purchased for all classrooms. Dimmers were added to classrooms.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Roof has been replaced in 100s rooms.
External: Playground/School Grounds, Windows/ Doors/Gates/Fences		X		

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

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

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

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

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

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

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

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

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

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

Subject	School 2022-23	School 2023-24	District 2022-23	District 2023-24	State 2022-23	State 2023-24
English Language Arts/Literacy (grades 3-8 and 11)	0	23	58	56	46	47
Mathematics (grades 3-8 and 11)	0	8	32	33	34	35

2023-24 CAASPP Test Results in ELA by Student Group

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

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

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

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	13	13	100.00	0.00	23.08
Female	11	11	100.00	0.00	18.18
Male	--	--	--	--	--
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	13	13	100.00	0.00	23.08
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	0	0	0	0	0
English Learners	0	0	0	0	0
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	12	12	100.00	0.00	25.00
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	0	0	0	0	0

2023-24 CAASPP Test Results in Math by Student Group

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

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

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

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

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	13	13	100.00	0.00	7.69
Female	11	11	100.00	0.00	0.00
Male	--	--	--	--	--
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	13	13	100.00	0.00	7.69
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	0	0	0	0	0
English Learners	0	0	0	0	0
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	12	12	100.00	0.00	8.33
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	0	0	0	0	0

CAASPP Test Results in Science for All Students

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

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

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

Subject	School 2022-23	School 2023-24	District 2022-23	District 2023-24	State 2022-23	State 2023-24
Science (grades 5, 8 and high school)	9.52	5.00	38.21	39.02	30.29	30.73

2023-24 CAASPP Test Results in Science by Student Group

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

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	27	20	74.07	25.93	5.00
Female	17	12	70.59	29.41	8.33
Male	--	--	--	--	--
American Indian or Alaska Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Filipino	0	0	0	0	0
Hispanic or Latino	27	20	74.07	25.93	5.00
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	0	0	0	0	0
English Learners	--	--	--	--	--
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	23	18	78.26	21.74	5.56
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	0	0	0	0	0

2023-24 Career Technical Education Programs

College and Career Skills:

Students will demonstrate skills to assist them in today's workforce and society such as performing basic health procedures, developing a resume, performing job interviews, using a variety of soft and hardware, apply and attending college. Performance-Based Learning and SkillsTeachers provide students opportunities to engage in authentic and meaningful tasks that are essential to applying the skills needed in the workforce and career readiness. Technology skills (job skills) learned spiral through all academic core classes. Performance tasks assigned incorporate the skills the students have learned in technology classes and core academic classes, providing a relevant and authentic application. These culminating performance tasks provide relevance to the students as well as help them hone their job skills through the use of technology.

Performance tasks could include:

Interviews, debates, role-plays, persuasive writing,

Culminating oral personal education reflection task (PER),

Developing a business plan in economics,

2023-24 Career Technical Education Programs

Writing and designing a publication that advocates for a particular policy initiative,

Engage in debates related to current and relevant topics.

2023-24 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	0
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	0
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	0

Course Enrollment/Completion

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

UC/CSU Course Measure	Percent
2023-24 Pupils Enrolled in Courses Required for UC/CSU Admission	33.01
2022-23 Graduates Who Completed All Courses Required for UC/CSU Admission	0

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

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

2023-24 California Physical Fitness Test Results

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

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 9	99%	99%	99%	99%	99%

C. Engagement

State Priority: Parental Involvement

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

2024-25 Opportunities for Parental Involvement

Escuela Popular Center for Training Careers serves adult students and collects students feedback in making decisions for the school. The process of asking for feedback is done by having the following events:

School Orientations (at the beginning of every quarter)

Monthly Assemblies

Student Surveys

In addition to the formal structures, EP works to create a welcoming environment for families, many of whom do not have positive associations with their children's schools. One important way of welcoming families and students is by valuing and celebrating their primary language. All correspondence is sent home in both English and Spanish. All school meetings are conducted in both English and Spanish.

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school Dropout Rates;
- High school Graduation Rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2021-22	School 2022-23	School 2023-24	District 2021-22	District 2022-23	District 2023-24	State 2021-22	State 2022-23	State 2023-24
Dropout Rate	95.1	98.7	98.8	13.6	15.2	12.3	7.8	8.2	8.9
Graduation Rate	0.4	0.8	1.0	81.5	77.8	80.5	87	86.2	86.4

2023-24 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2023-24 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	498	5	1.0
Female	314	3	1.0
Male	184	2	1.1
Non-Binary	0.0	0.0	0.0
American Indian or Alaska Native	0	0	0.00
Asian	0	0	0.00
Black or African American	0	0	0.00
Filipino	0	0	0.00
Hispanic or Latino	494	5	1.0
Native Hawaiian or Pacific Islander	0	0	0.00
Two or More Races	--	--	--
White	0	0	0.00
English Learners	58	1	1.7
Foster Youth	0.0	0.0	0.0
Homeless	39	1	2.6
Socioeconomically Disadvantaged	385	4	1.0
Students Receiving Migrant Education Services	0.0	0.0	0.0
Students with Disabilities	0.0	0.0	0.0

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

2023-24 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	1485	1105	742	67.1
Female	755	565	374	66.2
Male	729	540	368	68.1
Non-Binary	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	--	--	--	--
Black or African American	--	--	--	--
Filipino	--	--	--	--
Hispanic or Latino	1483	1103	740	67.1
Native Hawaiian or Pacific Islander	--	--	--	--
Two or More Races	--	--	--	--
White	--	--	--	--
English Learners	392	315	210	66.7
Foster Youth	--	--	--	--
Homeless	115	92	66	71.7
Socioeconomically Disadvantaged	1163	873	577	66.1
Students Receiving Migrant Education Services	--	--	--	--
Students with Disabilities	--	--	--	--

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

C. Engagement

State Priority: School Climate

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

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

Suspensions and Expulsions

This table displays suspensions data.

Suspensions								
School 2021-22	School 2022-23	School 2023-24	District 2021-22	District 2022-23	District 2023-24	State 2021-22	State 2022-23	State 2023-24
0	0	0	3.41	3.72	2.82	3.17	3.6	3.28

This table displays expulsions data.

Expulsions								
School 2021-22	School 2022-23	School 2023-24	District 2021-22	District 2022-23	District 2023-24	State 2021-22	State 2022-23	State 2023-24
0	0	0	0.08	0.05	0.05	0.07	0.08	0.07

2023-24 Suspensions and Expulsions by Student Group

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

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

2024-25 School Safety Plan

Safety plan is reviewed with staff during Fall Professional Development. Safety Committee meetings are scheduled every other Thursday to ensure all safety plan components are in place. The Safety Plan will be reviewed during one of the SSC meetings. The key elements of the plan include:

2024-25 School Safety Plan

- SAFETY COMMITTEE MEMBERS - Members of the 2023-2024 Site Safety Committee are listed here in this section.
- IMPORTANT CONTACT INFORMATION - Contact information for emergency and community partners related to safety is listed in this section.
- PROCEDURES TO CALL 911 - This section describes the steps for our staff to take when calling 9-1-1
- CRISIS RESPONSE - This section describes who is on the on-site Crisis Response Team who will be determining protocols and next steps in response to a crisis situation.
- EVACUATION PROCEDURES - This section provides general information on the roles, responsibilities, procedures, and designation evacuation areas in case of a school-wide evacuation.
- MAP OF EVACUATION AREAS - This section provides a campus map that shows the locations of the four-campus evacuation areas.
- EXPECTED BEHAVIORS DURING EVACUATION - This section provides detailed information on the expected behaviors of students, teachers, and staff in the case of fire, earthquake, threat. A community map with identified safety zones is included in this section.
- UTILITY SHUT-OFF PROCEDURES AND LOCATIONS - This section provides information on locations and procedures to shut off gas, water, and electricity if necessary. Included are photos of these shut-off locations.
- AFTER SCHOOL PROGRAM (IN ALUM ROCK YOUTH CENTER)
- EMERGENCY INFORMATION AND EVACUATION MAP - This section has emergency information and exit plan that has been provided to us by our After School Program operated by a community partner at the Alum Rock Youth Center next door.
- 2023-2024 EVACUATION DRILL LOGS - This section contains dates, times, and relevant notes for evacuation drills held during the school year.

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	17	17	7	
Mathematics	5	13		
Science	9	5		
Social Science	12	7	1	

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	22	11	10	3
Mathematics	5	15		
Science	9	6	1	
Social Science	14	7		

2023-24 Secondary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	22	11	12	1
Mathematics	9	14		1
Science	10	7	1	
Social Science	14	7		

2023-24 Ratio of Pupils to Academic Counselor

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

Title	Ratio
Pupils to Academic Counselor	176

2023-24 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	3
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2022-23 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2022-23 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	16,633	2,045	14,588	$70,595.13
District	N/A	N/A		$111,039
Percent Difference - School Site and District	N/A	N/A		-44.5
State	N/A	N/A	$10,771	$105,265
Percent Difference - School Site and State	N/A	N/A	30.1	-39.4

Fiscal Year 2023-24 Types of Services Funded

Escuela Popular believes partnerships with agencies outside the school are important to expand the support services and enrichment opportunities of our
students and families. The overall objectives with the partnerships are related to our LCAP goal, to provide students and families with the necessary academic and
social and emotional resources to support academic achievement and retention. By making support services accessible to our students and families, we expect to
see lower truancy rates, lower chronic absenteeism, reduction of suspensions, and decrease in discipline referrals, overall resulting in higher academic achievement.
Annually we will review local data and Dashboard data to determine the effectiveness of our partnerships on our students.

The following partnerships provide on-site medical services to our students and families:

- Santa Clara County Behavioral Department
- Gardner Health Services
- Santa Clara Valley Hospitals Medical Van provides free medical services to students on campus twice a month.

Escuela Popular actively develops partnerships with legal organizations like SIREN, the Santa Clara County Office of Immigrant Affairs, and ConXion to Community to provide students with support for immigration, housing, health, and legal concerns.

We also provide:

- Free childcare
- Parenting classes
- Bus passes

Additionally, we have an in-house case manager dedicated to connecting students with the necessary services to meet their needs. Some of the services are:

WYCA A nonprofit organization dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all.

AACI Domestic Abuse

Alcoholic Anonymous La alegria de vivir and Illusion de vivir

Fiscal Year 2023-24 Types of Services Funded

Here 4 you

LifeMoves

City Team Ministries

Fiscal Year 2022-23 Teacher and Administrative Salaries

This table displays the 2022-23 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	$67,050	$62,635
Mid-Range Teacher Salary	$105,970	$101,698
Highest Teacher Salary	$135,864	$128,982
Average Principal Salary (Elementary)	$0	
Average Principal Salary (Middle)	$0	$162,013
Average Principal Salary (High)	$173,213	$182,697
Superintendent Salary	$322,440	$298,748
Percent of Budget for Teacher Salaries	31.47	30.11
Percent of Budget for Administrative Salaries	3.21	4.78

2023-24 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	0

This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	0
English	0
Fine and Performing Arts	0
Foreign Language	0
Mathematics	0
Science	0
Social Science	0
Total AP Courses Offered Where there are student course enrollments of at least one student.	0

Professional Development

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

Subject	2022-23	2023-24	2024-25
Number of school days dedicated to Staff Development and Continuous Improvement	10	10	9

Escuela Popular/Centro de Formación y Empleo

Informe de Rendición de Cuentas Escolar 2023-2024 (Publicado durante el año escolar 2024-2025)

Información general sobre el Informe de Rendición de Cuentas Escolar (SARC)

Panorama de la SARC

El 1 de febrero de cada año, todas las escuelas de California están obligadas por ley a publicar un Informe de Rendición de Cuentas Escolar (SARC). El SARC contiene información sobre el estado y el rendimiento de cada escuela pública de California. Según la Fórmula de Financiación de Control Local (LCFF), todas las agencias educativas locales (LEA) deben preparar un Plan de Control Local y Rendición de Cuentas (LCAP), que describe cómo pretenden alcanzar los objetivos anuales específicos de la escuela para todos los alumnos, con actividades específicas para abordar las prioridades estatales y locales. Además, los datos reportados en un LCAP deben ser coherentes con los datos reportados en el SARC.

- Para obtener más información sobre los requisitos del SARC y acceder a los informes de años anteriores, consulte la página web del SARC del Departamento de Educación de California (CDE) en https://www.cde.ca.gov/ta/ac/sa/.
- Para obtener más información sobre la LCFF o el LCAP, consulte la página web de la LCFF del CDE en https://www.cde.ca.gov/fg/aa/lc/.
- Para obtener información adicional sobre la escuela, los padres/tutores y los miembros de la comunidad deben ponerse en contacto con el director de la escuela o con la oficina del distrito.

Si lo solicita, puede obtener una copia impresa del Informe de Responsabilidad Escolar en la oficina de su centro escolar.

DataQuest

DataQuest es una herramienta de datos en línea ubicada en la página web DataQuest del CDE en https://dq.cde.ca.gov/dataquest/ que contiene información adicional sobre esta escuela y comparaciones de la escuela con el distrito y el condado. Específicamente, DataQuest es un sistema dinámico que proporciona informes para la rendición de cuentas (por ejemplo, datos de exámenes, inscripción, graduados de preparatoria, deserción escolar, inscripción en cursos, dotación de personal y datos relacionados con los estudiantes de inglés).

Cuadro de mando escolar de California

El Tablero Escolar de California (Dashboard) https://www.caschooldashboard.org/ refleja el nuevo sistema de responsabilidad y mejora continua de California y proporciona información sobre cómo las LEA y las escuelas están satisfaciendo las necesidades de la diversa población estudiantil de California. El tablero contiene informes que muestran el rendimiento de las LEA, las escuelas y los grupos de estudiantes en un conjunto de medidas estatales y locales para ayudar a identificar los puntos fuertes, los desafíos y las áreas que necesitan mejoras.

Acceso a Internet	El acceso a Internet está disponible en bibliotecas públicas y otros lugares de acceso público (por ejemplo, la Biblioteca Estatal de California). El acceso a Internet en bibliotecas y lugares públicos se suele proporcionar por orden de llegada. Otras restricciones de uso pueden incluir las horas de , el tiempo que puede utilizarse una estación de trabajo (dependiendo de la disponibilidad), los tipos de programas de software disponibles en una estación de trabajo y la capacidad de imprimir documentos.

Requisitos de admisión para la Universidad de California (UC)	Los requisitos de admisión a la UC siguen las directrices establecidas en el Plan Director, que exige que el octavo más alto de los graduados de la escuela secundaria del estado, así como aquellos estudiantes transferidos que hayan completado con éxito el trabajo de curso universitario especificado, sean elegibles para la admisión a la UC. Estos requisitos están diseñados para asegurar que todos los estudiantes elegibles estén adecuadamente preparados para el trabajo de nivel universitario. Para conocer los requisitos generales de admisión, visite el sitio web de información sobre admisiones de la UC en https://admission.universityofcalifornia.edu/.
Requisitos de admisión para la Universidad Estatal de California (CSU)	La elegibilidad para la admisión a la CSU se determina por tres factores: (1) Cursos específicos de la escuela secundaria, (2) Calificaciones en cursos específicos y resultados de exámenes, y (3) Graduación de la escuela secundaria. Algunos campus tienen estándares más altos para carreras particulares o estudiantes que viven fuera del área del campus local. Debido al número de estudiantes que solicitan admisión, algunos campus tienen estándares más altos (criterios de admisión suplementarios) para todos los solicitantes. La mayoría de los campus de la CSU tienen políticas locales de garantía de admisión para los estudiantes que se gradúan o transfieren de escuelas secundarias y colegios que históricamente son atendidos por un campus de la CSU en esa región. Para obtener información sobre la admisión, la solicitud y las tasas, consulte el sitio web de la CSU en https://www2.calstate.edu/.

2024-25 Información de contacto de la escuela

Nombre de la escuela	Escuela Popular/Centro de Formación y Empleo
Calle	149 North White Rd
Ciudad, Estado, Código postal	San José
Número de teléfono	408-275-7191
Principal	Patricia Reguerin
Dirección de correo electrónico	patricia@escuelapopular.org
Sitio web de la escuela	http://www.escuelapopular.org
Grado	9-12
Código condado-distrito-escuela (CDS)	43694270107151

2024-25 Información de contacto del distrito

Nombre del distrito	Escuela Popular/CTC Family Learning Center
Número de teléfono	408-347-5000
Superintendente	Glenn Vander Zee
Dirección de correo electrónico	vanderzeeg@esuhsd.org
Página web del distrito	www.esuhsd.org

2024-25 Descripción y misión de la escuela

¡Bienvenidos al curso escolar 2024-2025!

Este es nuestro año para continuar el trabajo empoderador y profundo del Centro de Aprendizaje Familiar Bilingüe de la Escuela Popular. Es a través del esfuerzo colectivo y el compromiso de tiempo y energía que somos capaces de seguir adelante con la visión y el legado de nuestra Fundadora Maestra Lidia.
Nuestra escuela está a la vanguardia del aprendizaje intergeneracional a través de nuestro Centro de Aprendizaje Familiar Bilingüe, diseñado para satisfacer las necesidades de las familias inmigrantes.

2024-25 Descripción y misión de la escuela

Nuestra visión general y los objetivos establecidos por nuestro LCAP, se centran en proporcionar a todo el personal con las vías para crecimiento profesional y personal continuo. Permitiendo a nuestra organización estar equipada y preparada para satisfacer las necesidades cambiantes
de las familias a las que servimos. Hemos organizado nuestro campus y nuestro personal para ofrecer amplias oportunidades de tutoría y colaboración,
y la innovación.

Es para nosotros un gran placer trabajar con nuestra comunidad escolar para cumplir nuestro objetivo de ofrecer a los alumnos una educación de alta calidad,
un entorno que fomente el respeto, la curiosidad y el potencial.

Atentamente,
Patricia Reguerin
Director Ejecutivo

Acerca de esta escuela

2023-24 Matriculación de alumnos por curso

Grado	Número de alumnos
Grado 9	447
10º curso	33
Grado 11	2
Grado 12	33
Matriculación total	515

2023-24 Matriculación por grupo de alumnos

Grupo de estudiantes	Porcentaje de la matrícula total
Mujer	52
Hombre	48
Hispano o latino	100
Estudiantes de inglés	17.3
Sin techo	14.8
Desfavorecidos socioeconómicamente	82.3
Estudiantes con discapacidad	0.2

A. Condiciones de aprendizaje

Prioridad estatal: Básica

El SARC proporciona la siguiente información relativa a la prioridad estatal: Básica (Prioridad 1):

- Grado en que los profesores están debidamente asignados y plenamente acreditados en la materia y para los alumnos a los que enseñan;
- Los alumnos tienen acceso a materiales didácticos adaptados a las normas; y
- Las instalaciones escolares se mantienen en buen estado.

2020-21 Preparación y colocación del profesorado

Autorización/Asignación	Número de la escuela	Escuela Porcentaje	Número de distrito	Distrito Porcentaje	Número de Estado	Estado Porcentaje
Acreditación completa (preliminar o clara) para asignar asignaturas y alumnos (debidamente asignados)	4.90	29.99	943.40	83.36	228366.10	83.12
Titulares de credenciales de interno correctamente asignados	0.40	3.00	29.90	2.65	4205.90	1.53
Profesores sin credenciales y mal asignados ("ineficaces" según la ESSA)	10.00	61.44	71.80	6.35	11216.70	4.08
Profesores acreditados asignados fuera del campo ("fuera del campo" según ESSA)	0.00	0.00	25.50	2.25	12115.80	4.41
Desconocido/Incompleto/NA	0.90	5.51	60.90	5.39	18854.30	6.86
Total de puestos docentes	16.30	100.00	1131.80	100.00	274759.10	100.00

Nota: Los datos de este cuadro se basan en equivalente a tiempo completo ETC). Un ETC equivale a un miembro del personal que trabaja a tiempo completo; un ETC también podría representar a dos miembros del personal que trabajan cada uno el 50% del tiempo completo. Además, una asignación se define como un puesto que se asigna a un educador en función del entorno, la asignatura y el grado. Una autorización se define como los servicios que un educador está autorizado a prestar a los alumnos.

2021-22 Preparación y colocación del profesorado

Autorización/Asignación	Número de la escuela	Escuela Porcentaje	Número de distrito	Distrito Porcentaje	Número de Estado	Estado Porcentaje
Acreditación completa (preliminar o clara) para asignar asignaturas y alumnos (debidamente asignados)	4.60	29.65	943.60	82.39	234405.20	84.00
Titulares de credenciales de interno correctamente asignados	0.50	3.19	35.40	3.10	4853.00	1.74
Profesores sin credenciales y mal asignados ("ineficaces" según la ESSA)	10.10	64.66	79.50	6.95	12001.50	4.30
Profesores acreditados asignados fuera del campo ("fuera del campo" según ESSA)	0.00	0.00	25.60	2.24	11953.10	4.28
Desconocido/Incompleto/NA	0.30	2.43	60.90	5.32	15831.90	5.67
Total de puestos docentes	15.60	100.00	1145.30	100.00	279044.80	100.00

Nota: Los datos de esta tabla se basan en el equivalente a tiempo completo (ETC). Un ETC equivale a un miembro del personal que trabaja a tiempo completo; un ETC también podría representar a dos miembros del personal que trabajan cada uno el 50% del tiempo completo. Además, una asignación se define como un puesto que se asigna a un educador en función del entorno, la asignatura y grado. Una autorización se define como los servicios que un educador está autorizado a prestar a los alumnos.

2022-23 Preparación y colocación del profesorado

Autorización/Asignación	Número de la escuela	Escuela Porcentaje	Número de distrito	Distrito Porcentaje	Número de Estado	Estado Porcentaje
Acreditación completa (preliminar o clara) para asignar asignaturas y alumnos (debidamente asignados)	5.90	37.46	923.60	82.88	231142.40	100.00
Titulares de credenciales de interno correctamente asignados	0.00	0.00	22.80	2.05	5566.40	2.00
Profesores sin credenciales y mal asignados ("ineficaces" según la ESSA)	9.20	58.48	91.50	8.21	14938.30	5.38
Profesores acreditados asignados fuera del campo ("fuera del campo" según ESSA)	0.60	4.00	22.90	2.06	11746.90	4.23
Desconocido/Incompleto/NA	0.00	0.00	53.30	4.79	14303.80	5.15
Total de puestos docentes	15.70	100.00	1114.40	100.00	277698	100

Nota: Los datos de esta tabla se basan en el equivalente a tiempo completo (ETC). Un ETC equivale a un miembro del personal que trabaja a tiempo completo; un ETC también podría representar a dos miembros del personal que trabajan cada uno el 50% del tiempo completo. Además, una asignación se define como un puesto que se asigna a un educador en función del entorno, la asignatura y grado. Una autorización se define como los servicios que un educador está autorizado a prestar a los alumnos.

Profesores sin credenciales y mal asignados (considerados "ineficaces" según la ESSA)

Autorización/Asignación	2020-21	2021-22	2022-23
Permisos y exenciones	0.00	0.00	0
Asignaciones erróneas	10.00	10.10	9.2
Puestos vacantes	0.00	0.00	0
Total Profesores sin acreditación y	10.00	10.10	9.2

Profesores acreditados asignados fuera de la escuela (considerados "fuera de la escuela" según ESSA)

Indicador	2020-21	2021-22	2022-23
Profesores acreditados autorizados con permiso o dispensa	0.00	0.00	0.6
Opciones de asignación local	0.00	0.00	0
Total de profesores externos	0.00	0.00	0.6

Tareas de clase

Indicador	2020-21	2021-22	2022-23
Asignaciones incorrectas para estudiantes de inglés (porcentaje de todas las clases con alumnos de inglés impartidas por profesores mal asignados)	56.70	51	61.3
Sin credencial, permiso o autorización para enseñar (porcentaje de todas las clases impartidas por profesores sin registro de autorización para enseñar)	52.10	48.5	39.7

Nota: Para más información, consulte la página web sobre las definiciones actualizadas de la equidad del profesorado en https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

2024-25 Calidad, vigencia y disponibilidad de libros de texto y otros materiales didácticos

Año y mes en que se recogieron los datos	1/23/2023

Asunto	Libros de texto y otro material didáctico/año de adopción	De la adopción más reciente ?	Porcentaje de alumnos sin ejemplar propio asignado
Lectura/lengua y literatura	Edge Hampton-BrownVisiones Lengua, Literatura, Contenidos Libro A (Heinle Cengage Learning 2004) Visiones Lengua, Literatura, Contenidos Libro B (Heinle Cengage Learning 2004) Visiones Lengua, Literatura, Contenidos Libro C (Heinle Cengage Learning 2004) Longman Keystone Book B (Pearson Education 2008) (adoptado en 2011)Claves para el aprendizaje (Pearson Education 2005) (adoptado en 2011) Rebelión en la granja (adoptado en 2012) Loro en el horno (adoptado en 2012) Narrativa de Frederick Douglas (adoptada en 2012) For Colored Girls (adoptada en 2012) Noche (adoptada en 2012) Sé por qué canta el pájaro enjaulado (adoptado en 2012) Diario de Ana Frank (adoptado en 2013)La perla (adoptado en 2013) El Circuito (adoptado en 2013) The Glass Menagerie (adoptada en 2013) Breaking Through (adoptada en 2013) Y la tierra no lo devoró (adoptado en 2013) Macbeth (adoptado en 2013) Our Town (adoptado en 2013) Chicana Falsa (adoptado en 2013) Poemas de Pablo Neruda (adoptado en 2013) Who's Irish (adoptado en 2014) NoRedInk Aula Google G-Suite Newsela	Sí	0

Matemáticas	Big Ideas Math. Matemáticas Integradas I, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Matemáticas Integradas II, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Matemáticas Integradas III, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Pre Algebra; Malloy, Price, et al.; Glencoe McGraw - Hill; 2003, Columbus,Ohio(adoptado en 2008) Álgebra elemental e intermedia (Un curso combinado); Charles P. McKeague;Thomson Brooks/Cole; 2004, Belmont , CA (2008) (adoptado en 2008) Geometría; Siegfried Haenisch; A GS; 2001, EE.UU. (adoptado en 2008) Matemáticas integradas, Kanold, Timothy, Houghton Mifflin Hardcourt Company, 2015 Academia Khan Material creado por el profesor	Sí	0
Ciencia	Science Explorer Series "De las bacterias a las plantas" (Prentice Hall, 2002) (adoptado en 2007) Science Explorer Series "Cells and Heredity" (Prentice Hall, 2005) (adoptado en 2007) Science Explorer Series "Human Biology" (Prentice Hall, 2002) (adoptado en 2007) Science Explorer Series "Environmental Science" (Prentice Hall, 2002)(adoptada en 2007) Ciencias de la Tierra (A GS Publishing 2004) (adoptado en 2005) Ciencias Físicas (A GS Publishing 2004) (adoptado en 2005) Biología, Miller y Levine (Pearson, 2014) (adoptado en 2014) Conceptual Integrated Science Explorations, Hewitt, Lyons, Suchocki, Yeh (Pearson Education) Biología, Miller y Levine (Pearson, 2014) Science Explorer Series "Environmental Science" (Prentice Hall, 2002) Ciencias de la Tierra (AGS Publishing 2004	Sí	0
Historia-Ciencias Sociales	Nuevas formas de pensar EMC Publishing (2007) (adoptado en 2011) American Government MaGruders Prentice Hall (2002) (adoptado en 2010) Historia del Mundo Moderno (Patrones e Interacción) Holt McDougal (Houghton Mifflin)(2012) (adoptado en 2013) Los americanos (de la Reconstrucción al siglo XXI)Holt McDougal(HoughtonMifflin) (2012) (adoptado 2013) Voices of Freedom 4th Edition (Pearson Education 2012) (adoptado 2001)	Sí	0
Lengua extranjera	El español para nosotros: Curso para hispanohablantes Nivel 1 (McGraw-Hill)	Sí	0

	TEMA S (adoptado en 2014)		
Salud	El libro de fisiología para colorear Kapit /Macey/Meirsami (1987) (adoptado en 2008) Fundamentos de Anatomía y Fisiología Humanas John W . Hole Jr. (1987)(CMB)(adoptado en 2008) Prentice Hall Explorador de Ciencias (2000) (adoptado en 2008)	Sí	0
Artes visuales e interpretativas	Historia del Arte Moderno por H.H. Arnason 3a Edtion (Holt , Rinehart , Winston)(adoptado en 2012) Holt Literature and Language Arts Fine Arts Transparencies (adoptado en 2012)	Sí	0

Nota: Las celdas con valores N/A no requieren datos.

Condiciones de las instalaciones escolares y mejoras previstas

El mantenimiento diario por parte del personal de conserjería y el personal docente mantiene los alimentos fuera de las aulas. LED todas las áreas en el campus actualizado en enero de 2018. Se instaló una luz en las escaleras junto al aula 720 y el aula 700. Iluminación exterior que no estaba
El funcionamiento se arregló/sustituyó en diciembre de 2024. El mantenimiento diario mantiene los baños limpios y en condiciones de funcionamiento. Todas las áreas están libres de cualquier material peligroso. Se actualizó un parque infantil el 2/2/2018. Se instaló un pequeño parque infantil en octubre de 2024 entre la sala 207 y la sala 300. Se instalaron puertas y vallas en enero de 2018 en el perímetro de la escuela.

EPAFLC tiene su sede en 149 N. White Road en San José, CA, la antigua Pala Middle School, que está dentro de los límites del East Side Union High School District. La Escuela Popular está en su octavo año de un contrato de arrendamiento de cuarenta años con el Distrito Escolar Elemental Alum Rock Union. La actual academia EPAFLC es segura, funcional, limpia y bien mantenida. En julio de 2011, Escuela Popular volvió a entrar en un Acuerdo de Reutilización de un año con la Ciudad de San José para operar el Centro Juvenil Alum Rock. A través de este acuerdo, nuestro proveedor de ASES After-School Boys and Girls Club of Silicon Valley ejecuta programas para nuestros estudiantes de K-8 grado. Además, los alumnos tienen acceso a un gimnasio que utilizan para educación física y actividades extraescolares. El campus está cerca del transporte público. Para mantener unas instalaciones seguras, EPAFLC emplea a dos supervisores del campus que están disponibles por la mañana y por la tarde.

En la primavera de 2014, la Escuela Popular comenzó a trabajar con un gerente de proyecto y una firma de arquitectos para comenzar el diseño de la mejora del campus 149 N. White Rd. La Escuela diseñó planos del sitio que consolidarían las academias EPAFLC y EPCTC en un solo campus. El proyecto construyó 25 nuevas aulas de alta eficiencia en tres edificios. El proyecto mejoró la pista de atletismo y el campo de césped existentes para uso de la escuela y la comunidad, así como aparcamientos adicionales.

El nuevo campus rediseñado alberga las tres academias de Escuela Popular. El 19 de octubre de 2016, el Distrito Escolar Elemental de Alum Rock aprobó los planes del sitio propuesto por Escuela Popular. El nuevo campus de la escuela abrió con aulas recién construidas en el otoño de 2018. Durante la escuela 2021-2022, se agregaron cuatro estructuras de sombra a nuestras instalaciones. Dos de estas estructuras de sombra se instalaron frente al jardín de 100 oficinas. Tamaño de la estructura 14"x 14". Una de estas estructuras de sombra se instaló frente a los salones 702 y 703. Tamaño de la estructura: 30'x30". Y la otra estructura de sombra 30'x40 se instaló junto al parque infantil. En octubre de 2024 un nuevo patio de recreo pequeño fue instalado entre el salón 207 y el salón 300. iLas fuentes de agua viejas fuera del salón 204 y fuera de la cafetería fueron reemplazadas por Elkay Enhanced EZH2O Bottle Filling Station & Single ADA Cooler Filtered 8 GPH Light Gray Model: LZS8WSLP. En julio de 2024 se instaló en el edificio 400 una estación adicional de llenado de botellas EZH2O mejorada y un refrigerador ADA sencillo filtrado de 8 GPH gris claro. En junio de 2022 se instalaron reguladores de intensidad en las aulas de los edificios 100, 200, 300, 400 y 500. En octubre de 2022 se instalaron persianas enrollables en las aulas de los edificios 100, 200, 300, 400 y 500.

En noviembre de 2021 se sustituyeron el tejado y el techo de las aulas 105-107.

Cualquier instalación escolar arrendada o construida por EPAFLC deberá cumplir con las regulaciones federales, estatales y locales de construcción y zonificación aplicables a las escuelas charter, incluyendo el cumplimiento con el Acta de Americanos con Discapacidades e incluir un certificado de ocupación.

Condiciones de las instalaciones escolares y mejoras previstas

Año y mes del informe FIT más reciente	Abril de 2024

Sistema inspeccionado	Valor e bien	Tasa justa	Tasa Pobre	Reparación necesaria y medidas adoptadas o previstas
Sistemas: Fugas de gas, Mecánica/HVAC, Alcantarillado	X			
Interior: Superficies interiores	X			Se han comprado persianas para todas las . Se han instalado reguladores de intensidad en las aulas.
Limpieza: Limpieza general, infestación de insectos/bichos	X			
Eléctrico	X			
Baños/Fuentes: Aseos, lavabos/fuentes	X			
Seguridad: Seguridad contra incendios, materiales peligrosos	X			
Estructural: Daños estructurales, tejados	X			El tejado se ha sustituido en 100 habitaciones.
Exteriores: Zona de juegos/plantel escolar, Ventanas/puertas/portones/vallas		X		

Tasa global del centro

Ejemplar	Bien	Feria	Pobre
	X		

B. Resultados de los alumnos

Prioridad estatal: Rendimiento de los alumnos

El SARC proporciona la siguiente información relativa a la prioridad estatal: Rendimiento de los alumnos (Prioridad 4):

Evaluaciones estatales
(Es decir, el Sistema de Evaluación del Desempeño y Progreso Estudiantil de California [CAASPP] incluye las Evaluaciones Sumativas Smarter Balanced para estudiantes en la población de educación general y las Evaluaciones Alternativas de California [CAAs] para artes del lenguaje/alfabetización en inglés [ELA] y matemáticas administradas en los grados tercero a octavo y undécimo. Sólo los estudiantes elegibles pueden participar en la administración de las CAA. Los ítems de las CAA están alineados con los estándares de logros alternativos, que están vinculados con los Estándares Estatales Básicos Comunes [CCSS] para los estudiantes con las discapacidades cognitivas más significativas).

El sistema CAASPP comprende las siguientes evaluaciones y requisitos de participación de los alumnos:

1. **Evaluaciones Sumativas Smarter Balanced y CAA para ELA** de tercero a octavo grado y undécimo grado.
2. **Evaluaciones sumativas Smarter Balanced y CAA para matemáticas** en los grados tercero a octavo y undécimo.
3. **Examen de Ciencias de California (CAST) y CAA de Ciencias** en quinto y octavo curso, y una vez en secundaria (es decir, en décimo, undécimo o duodécimo curso).

Preparados para la universidad y la carrera profesional
El porcentaje de estudiantes que han completado con éxito cursos que satisfacen los requisitos de ingreso a la Universidad de California y la Universidad Estatal de California, o secuencias o programas de estudio de educación técnica profesional.

Porcentaje de alumnos que cumplen o superan el estándar estatal en CAASPP

Esta tabla muestra los resultados de las pruebas CAASPP en ELA y matemáticas para todos los estudiantes de tercero a octavo grado y undécimo grado que toman y completan una evaluación administrada por el estado.

Para proteger la privacidad de los alumnos, se utilizan guiones dobles (--) en la tabla cuando el tamaño de las celdas dentro de una población de alumnos seleccionada es de diez o menos.

Los resultados de las pruebas de ELA y matemáticas incluyen la Evaluación Sumativa Smarter Balanced y el CAA. El "Porcentaje Cumplido o Excedido" se calcula tomando el número total de estudiantes que cumplieron o excedieron el estándar en la Evaluación Sumativa Smarter Balanced más el número total de estudiantes que cumplieron el estándar (es decir, alcanzaron el Nivel 3-Alterno) en los CAAs dividido por el número total de estudiantes que participaron en ambas evaluaciones.

Asunto	Escuela 2022-23	Escuela 2023-24	Distrito 2022-23	Distrito 2023-24	Estado 2022-23	Estado 2023-24
Lengua y literatura inglesas (grados 3-8 y 11)	0	23	58	56	46	47
Matemáticas (grados 3-8 y 11)	0	8	32	33	34	35

2023-24 Resultados del examen CAASPP en ELA por grupo de estudiantes

Esta tabla muestra los resultados de la prueba CAASPP en ELA por grupo de estudiantes para los estudiantes de tercero a octavo grado y undécimo grado que toman y completan una evaluación administrada por el estado.

Los resultados de las pruebas de ELA incluyen la Evaluación Sumativa Smarter Balanced y el CAA. El "Porcentaje Cumplido o Excedido" se calcula tomando el número total de estudiantes que cumplieron o excedieron el estándar en la Evaluación Sumativa Smarter Balanced más

el número total de alumnos que cumplieron la norma (es decir, alcanzaron el Nivel 3-Alterno) en el CAA dividido por el número total de alumnos que participaron en ambas evaluaciones.

Para proteger la privacidad de los alumnos, se utilizan guiones dobles (--) en la tabla cuando el tamaño de las celdas dentro de una población de alumnos seleccionada es de diez o menos.

Nota: El número de alumnos evaluados incluye a todos los alumnos que participaron en la prueba, tanto si obtuvieron puntuación como si no; sin embargo, el número de alumnos evaluados no es el que se utilizó para calcular los porcentajes de nivel de rendimiento. Los porcentajes de nivel de rendimiento se calculan utilizando sólo los alumnos que recibieron puntuaciones.

CAASPP Grupos de estudiantes	CAASPP Matriculación total	CAASPP Número de pruebas	CAASPP Porcentaje probado	CAASPP Porcentaje No probado	CAASPP Porcentaje alcanzado o superado
Todos los estudiantes	13	13	100.00	0.00	23.08
Mujer	11	11	100.00	0.00	18.18
Hombre	--	--	--	--	--
Indio americano o nativo de Alaska	0	0	0	0	0
Asiático	0	0	0	0	0
Negro o afroamericano	0	0	0	0	0
Filipino	0	0	0	0	0
Hispano o latino	13	13	100.00	0.00	23.08
Nativo de Hawai o de las islas del Pacífico	0	0	0	0	0
Dos o más carreras	0	0	0	0	0
Blanco	0	0	0	0	0
Estudiantes de inglés	0	0	0	0	0
Jóvenes en acogida	0	0	0	0	0
Sin techo	--	--	--	--	--
Militar	0	0	0	0	0
Desfavorecidos socioeconómicamente	12	12	100.00	0.00	25.00
Alumnos que reciben servicios de educación para inmigrantes	0	0	0	0	0
Estudiantes con discapacidad	0	0	0	0	0

2023-24 Resultados del examen CAASPP en matemáticas por grupo de estudiantes

Esta tabla muestra los resultados de la prueba CAASPP en Matemáticas por grupo de estudiantes para los estudiantes de tercero a octavo grado y undécimo grado que toman y completan una evaluación administrada por el estado.

Los resultados de las pruebas de Matemáticas incluyen la Evaluación Sumativa Smarter Balanced y el CAA. El "Porcentaje Cumplido o Excedido" se calcula tomando el número total de estudiantes que cumplieron o excedieron el estándar en la Evaluación Sumativa Smarter Balanced más el número total de estudiantes que cumplieron el estándar (es decir, alcanzaron el Nivel 3-Alterno) en el CAA dividido por el número total de estudiantes que participaron en ambas evaluaciones.

Para proteger la privacidad de los alumnos, se utilizan guiones dobles (--) en la tabla cuando el tamaño de las celdas dentro de una población de alumnos seleccionada es de diez o menos.

Nota: El número de alumnos evaluados incluye a todos los alumnos que participaron en la prueba, tanto si obtuvieron puntuación como si no; sin embargo, el número de alumnos evaluados no es el que se utilizó para calcular los porcentajes de nivel de rendimiento. Los porcentajes de nivel de rendimiento se calculan utilizando sólo los alumnos que recibieron puntuaciones.

CAASPP Grupos de estudiantes	CAASPP Matriculación total	CAASPP Número de pruebas	CAASPP Porcentaje probado	CAASPP Porcentaje No probado	CAASPP Porcentaje alcanzado o superado
Todos los estudiantes	13	13	100.00	0.00	7.69
Mujer	11	11	100.00	0.00	0.00
Hombre	--	--	--	--	--
Indio americano o nativo de Alaska	0	0	0	0	0
Asiático	0	0	0	0	0
Negro o afroamericano	0	0	0	0	0
Filipino	0	0	0	0	0
Hispano o latino	13	13	100.00	0.00	7.69
Nativo de Hawai o de las islas del Pacífico	0	0	0	0	0
Dos o más carreras	0	0	0	0	0
Blanco	0	0	0	0	0
Estudiantes de inglés	0	0	0	0	0
Jóvenes en acogida	0	0	0	0	0
Sin techo	--	--	--	--	--
Militar	0	0	0	0	0
Desfavorecidos socioeconómicamente	12	12	100.00	0.00	8.33
Alumnos que reciben servicios de educación para inmigrantes	0	0	0	0	0
Estudiantes con discapacidad	0	0	0	0	0

Resultados del CAASPP en ciencias para todos los alumnos

Esta tabla muestra el porcentaje de todos los alumnos de quinto, octavo y preparatoria que cumplen o superan la Norma Estatal.

Los resultados de las pruebas de Ciencias incluyen el CAST y el CAA de Ciencias. El "Porcentaje Cumplido o Superado" se calcula tomando el número total de estudiantes que cumplieron o superaron el estándar en el CAST más el número total de estudiantes que cumplieron el estándar (es decir, alcanzaron el Nivel 3-Alterno) en el CAA para Ciencias dividido por el número total de estudiantes que participaron en una evaluación de ciencias.

Para proteger la privacidad de los alumnos, se utilizan guiones dobles (--) en la tabla cuando el tamaño de las celdas dentro de una población de alumnos seleccionada es de diez o menos.

El número de alumnos evaluados incluye a todos los alumnos que participaron en la prueba, tanto si obtuvieron una puntuación como si no; sin embargo, el número de alumnos evaluados no es el que se utilizó para calcular los porcentajes de nivel de rendimiento. Los porcentajes de nivel de rendimiento se calculan utilizando sólo los alumnos que recibieron puntuaciones.

Asunto	Escuela 2022-23	Escuela 2023-24	Distrito 2022-23	Distrito 2023-24	Estado 2022-23	Estado 2023-24
Ciencia (5º, 8º y)	9.52	5.00	38.21	39.02	30.29	30.73

2023-24 Resultados del examen CAASPP en Ciencias por grupo de estudiantes

Esta tabla muestra los resultados de las pruebas CAASPP en Ciencias por grupo de alumnos para los alumnos de quinto grado, octavo grado y Preparatoria. Los guiones dobles (--) aparecen en la tabla cuando el número de estudiantes es diez o menos, ya sea porque el número de estudiantes en esta categoría es demasiado pequeño para la precisión estadística o para proteger la privacidad de los estudiantes.

Grupo de estudiantes	Matriculación total	Número de pruebas	Porcentaje probado	Porcentaje No probado	Porcentaje alcanzado o superado
Todos los estudiantes	27	20	74.07	25.93	5.00
Mujer	17	12	70.59	29.41	8.33
Hombre	--	--	--	--	--
Indio americano o nativo de Alaska	0	0	0	0	0
Asiático	0	0	0	0	0
Negro o afroamericano	0	0	0	0	0
Filipino	0	0	0	0	0
Hispano o latino	27	20	74.07	25.93	5.00
Nativo de Hawai o de las islas del Pacífico	0	0	0	0	0
Dos o más carreras	0	0	0	0	0
Blanco	0	0	0	0	0
Estudiantes de inglés	--	--	--	--	--
Jóvenes en acogida	0	0	0	0	0
Sin techo	0	0	0	0	0
Militar	0	0	0	0	0
Desfavorecidos socioeconómicamente	23	18	78.26	21.74	5.56
Alumnos que reciben servicios de educación para inmigrantes	0	0	0	0	0
Estudiantes con discapacidad	0	0	0	0	0

2023-24 Programas de educación técnica profesional

Habilidades universitarias y profesionales:

Los estudiantes demostrarán habilidades para ayudarles en la fuerza de trabajo y la sociedad de hoy en día, tales como la realización de procedimientos básicos de salud, el desarrollo de un curriculum vitae, la realización de entrevistas de trabajo, el uso de una variedad de software y hardware, aplicar y asistir a la universidad.
Aprendizaje basado en el rendimiento y las competenciasLos profesores ofrecen a los alumnos oportunidades de participar en tareas auténticas y significativas que son esenciales para aplicar las competencias necesarias en el mundo laboral y la preparación profesional. Habilidades tecnológicas (habilidades de trabajo) aprendidas en espiral a través de todas las clases académicas básicas. Las tareas de rendimiento asignadas incorporan las habilidades que los estudiantes han aprendido en las clases de tecnología y en las clases académicas básicas, proporcionando una aplicación relevante y auténtica. Estas tareas culminantes de rendimiento proporcionan relevancia a los estudiantes, así como ayudarles a perfeccionar sus habilidades de trabajo a través del uso de la tecnología.

Las tareas de rendimiento podrían incluir:

Entrevistas, debates, juegos de rol, escritura persuasiva, tarea oral

de reflexión sobre la educación personal (PER), desarrollo de un

plan de negocios en economía,

2023-24 Programas de educación técnica profesional

Redactar y diseñar una publicación que abogue por una determinada iniciativa política, Participar

en debates relacionados con temas de actualidad y relevancia.

2023-24 Participación en la Educación Técnica Profesional (CTE)

Medida	Participación en programas CTE
Número de alumnos que participan en CTE	0
Porcentaje de alumnos que completan un programa CTE y obtienen un diploma de secundaria	0
Porcentaje de cursos CTE secuenciados o articulados entre la escuela y las instituciones de educación postsecundaria	0

Resultados del examen de aptitud física de California 2023-24

Esta tabla muestra el porcentaje de estudiantes que participan en cada uno de los cinco componentes de aptitud física de los Resultados de la Prueba de Aptitud Física de California. La administración del PFT sólo requiere resultados de participación para estas cinco áreas de aptitud

UC/CSU Medida del curso	Porcentaje
2023-24 Alumnos matriculados en cursos requeridos para la admisión en la UC/CSU	33.01
2022-23 Graduados que completaron todos los cursos requeridos para la admisión UC/CSU	0

B. Resultados de los alumnos

Prioridad estatal: Otros resultados de los alumnos

El SARC proporciona la siguiente información relativa a la prioridad estatal: Otros resultados de los alumnos (Prioridad 8): Resultados de los alumnos en la asignatura de educación física.

Grado	Componente 1: Capacidad aeróbica	Componente 2: Fuerza y resistencia abdominales	Componente 3: Extensores del tronco y fuerza y flexibilidad	Componente 4: Fuerza y resistencia de la parte superior del cuerpo	Componente 5: Flexibilidad
Grado 9	99%	99%	99%	99%	99%

C. Compromiso

Prioridad estatal: Participación de los padres

El SARC proporciona la siguiente información relativa a la prioridad estatal: Participación de los padres (Prioridad 3): Esfuerzos que realiza el distrito escolar para recabar la opinión de los padres en la toma de decisiones relativas al distrito escolar y en cada centro escolar.

2024-25 Oportunidades para la participación de los padres

Escuela Popular Centro de Carreras de Formación atiende a estudiantes adultos y recoge la retroalimentación de los estudiantes en la toma de decisiones para la escuela. El proceso de solicitar opiniones se lleva a cabo mediante los siguientes eventos:

Orientaciones escolares (al principio de cada trimestre) Asambleas

mensuales

Encuestas a estudiantes

Además de las estructuras formales, el PE trabaja para crear un entorno acogedor para las familias, muchas de las cuales no tienen asociaciones positivas con las escuelas de sus hijos. Una forma importante de acoger a las familias y los alumnos es valorar y celebrar su lengua materna. Toda la correspondencia se envía a casa en inglés y en español. Todas las reuniones escolares se celebran en inglés y en español.

C. Compromiso

Prioridad estatal: Compromiso de los alumnos

El SARC proporciona la siguiente información relativa a la prioridad estatal: Compromiso de los alumnos (Prioridad 5):

- Tasas de abandono escolar;
- Tasas de graduación escolar; y
- Absentismo crónico

Tasa de abandono y graduación (tasa de cohortes de cuatro años)

Indicador	Escuela 2021-22	Escuela 2022-23	Escuela 2023-24	Distrito 2021-22	Distrito 2022-23	Distrito 2023-24	Estado 2021-22	Estado 2022-23	Estado 2023-24
Tasa de abandono	95.1	98.7	98.8	13.6	15.2	12.3	7.8	8.2	8.9
Tasa de graduación	0.4	0.8	1.0	81.5	77.8	80.5	87	86.2	86.4

2023-24 Tasa de graduación por grupo de estudiantes (tasa de cohortes de cuatro años)

Esta tabla muestra la tasa de graduación 2023-24 por grupo de estudiantes. Para obtener información sobre la tasa de graduación de cohorte ajustada de cuatro años (ACGR), visite la página web de la tasa de graduación de cohorte ajustada del CDE en .www.cde.ca.gov/ds/ad/acgrinfo.asp

Grupo de estudiantes	Número de estudiantes de la cohorte	Número de graduados de la cohorte	Tasa de graduación de la cohorte
Todos los estudiantes	498	5	1.0
Mujer	314	3	1.0
Hombre	184	2	1.1
No binario	0.0	0.0	0.0
Indio americano o nativo de Alaska	0	0	0.00
Asiático	0	0	0.00
Negro o afroamericano	0	0	0.00
Filipino	0	0	0.00
Hispano o latino	494	5	1.0
Nativo de Hawai o de las islas del Pacífico	0	0	0.00
Dos o más carreras	--	--	--
Blanco	0	0	0.00
Estudiantes de inglés	58	1	1.7
Jóvenes en acogida	0.0	0.0	0.0
Sin techo	39	1	2.6
Desfavorecidos socioeconómicamente	385	4	1.0
Alumnos que reciben servicios de educación para inmigrantes	0.0	0.0	0.0
Estudiantes con discapacidad	0.0	0.0	0.0

Nota: Para proteger la privacidad de los alumnos, en la tabla se utilizan guiones dobles (--) cuando el tamaño de las celdas dentro de una población de alumnos seleccionada es de diez o menos.

2023-24 Absentismo crónico por grupo de alumnos

Grupo de estudiantes	Matriculación acumulada	Absentismo crónico Inscripción subvencionable	Recuento de absentismo crónico	Tasa de absentismo crónico
Todos los estudiantes	1485	1105	742	67.1
Mujer	755	565	374	66.2
Hombre	729	540	368	68.1
No binario	--	--	--	--
Indio americano o nativo de Alaska	--	--	--	--
Asiático	--	--	--	--
Negro o afroamericano	--	--	--	--
Filipino	--	--	--	--
Hispano o latino	1483	1103	740	67.1
Nativo de Hawai o de las islas del Pacífico	--	--	--	--
Dos o más carreras	--	--	--	--
Blanco	--	--	--	--
Estudiantes de inglés	392	315	210	66.7
Jóvenes en acogida	--	--	--	--
Sin techo	115	92	66	71.7
Desfavorecidos socioeconómicamente	1163	873	577	66.1
Alumnos que reciben servicios de educación para inmigrantes	--	--	--	--
Estudiantes con discapacidad	--	--	--	--

Nota: Para proteger la privacidad de los alumnos, en la tabla se utilizan guiones dobles (--) cuando el tamaño de las celdas dentro de una población de alumnos seleccionada es de diez o menos.

C. Compromiso

Prioridad estatal: Clima escolar

El SARC proporciona la siguiente información relativa a la prioridad estatal: Clima escolar (Prioridad 6):

- Tasas de suspensión de alumnos;
- Tasas de expulsión de alumnos; y
- Otras medidas locales sobre la sensación de seguridad

Suspensiones y expulsiones

Esta tabla muestra los datos de las

Suspensiones								
Escuela 2021-22	Escuela 2022-23	Escuela 2023-24	Distrito 2021-22	Distrito 2022-23	Distrito 2023-24	Estado 2021-22	Estado 2022-23	Estado 2023-24
0	0	0	3.41	3.72	2.82	3.17	3.6	3.28

Esta tabla muestra los datos de las

Expulsiones								
Escuela 2021-22	Escuela 2022-23	Escuela 2023-24	Distrito 2021-22	Distrito 2022-23	Distrito 2023-24	Estado 2021-22	Estado 2022-23	Estado 2023-24
0	0	0	0.08	0.05	0.05	0.07	0.08	0.07

2023-24 Suspensiones y expulsiones por grupo de alumnos

Grupo de estudiantes	Tasa de suspensiones	Tasa de expulsiones
Todos los estudiantes	0.00	0.00
Mujer	0.00	0.00
Hombre	0.00	0.00
No binario	0.00	0.00
Indio americano o nativo de Alaska	0.00	0.00
Asiático	0.00	0.00
Negro o afroamericano	0.00	0.00
Filipino	0.00	0.00
Hispano o latino	0.00	0.00
Nativo de Hawai o de las islas del Pacífico	0.00	0.00
Dos o más carreras	0.00	0.00
Blanco	0.00	0.00
Estudiantes de inglés	0.00	0.00
Jóvenes en acogida	0.00	0.00
Sin techo	0.00	0.00
Desfavorecidos socioeconómicamente	0.00	0.00
Alumnos que reciben servicios de educación para inmigrantes	0.00	0.00
Estudiantes con discapacidad	0.00	0.00

Nota: Para proteger la privacidad de los alumnos, en la tabla se utilizan guiones dobles (--) cuando el tamaño de las celdas dentro de una población de alumnos seleccionada es de diez o menos.

Plan de seguridad escolar 2024-25

El plan de seguridad se revisa con el personal durante el Desarrollo Profesional de Otoño. Las reuniones del Comité de Seguridad se programan cada dos jueves para asegurar que todos los componentes del plan de seguridad estén en su lugar. El Plan de Seguridad se revisará durante una de las reuniones del SSC. Los elementos clave del plan incluyen:

Plan de seguridad escolar 2024-25

- MIEMBROS DEL COMITÉ DE SEGURIDAD - En esta sección se enumeran los miembros del Comité de Seguridad de la Obra 2023-2024.
- INFORMACIÓN DE CONTACTO IMPORTANTE - En esta sección encontrará información de contacto para emergencias y socios comunitarios relacionados con la seguridad.
- PROCEDIMIENTOS PARA LLAMAR AL 911 - Esta sección describe los pasos que debe seguir nuestro personal al llamar al 9-1-1
- RESPUESTA A CRISIS - Esta sección describe quién forma parte del Equipo de Respuesta a Crisis in situ que determinará los protocolos y los pasos a seguir en respuesta a una situación de crisis.
- PROCEDIMIENTOS DE EVACUACIÓN - Esta sección proporciona información general sobre las funciones, responsabilidades, procedimientos y áreas de evacuación designadas en caso de evacuación de toda la escuela.
- MAPA DE LAS ZONAS DE EVACUACIÓN - Esta sección proporciona un mapa del campus que muestra las ubicaciones de las zonas de evacuación de los cuatro campus.
- COMPORTAMIENTOS ESPERADOS DURANTE LA EVACUACIÓN - Esta sección proporciona información detallada sobre los comportamientos esperados de los estudiantes, profesores y personal en caso de incendio, terremoto, amenaza. En esta sección se incluye un mapa de la comunidad con las zonas de seguridad identificadas.
- PROCEDIMIENTOS Y UBICACIONES PARA EL CORTE DE SERVICIOS - Esta sección proporciona información sobre las ubicaciones y los procedimientos para cortar el gas, el agua y la electricidad en caso necesario. Se incluyen fotos de estos de corte.
- PROGRAMA EXTRAESCOLAR (EN EL CENTRO JUVENIL ALUM ROCK)
- INFORMACIÓN DE EMERGENCIA Y MAPA DE EVACUACIÓN - Esta sección contiene información de emergencia y plan de salida que nos ha sido proporcionada por nuestro Programa Extraescolar operado por un socio de la comunidad en el Centro Juvenil Alum Rock de al lado.
- 2023-2024 REGISTROS DE SIMULACROS DE EVACUACIÓN - Esta sección contiene las fechas, horas y notas relevantes de los simulacros de evacuación realizados durante el año escolar.

2021-22 Tamaño medio de las clases de secundaria y distribución del tamaño de las clases

Esta tabla muestra el tamaño medio de las clases en 2021-22 y su distribución. Las columnas tituladas "Número de clases" indican cuántas clases corresponden a cada categoría de tamaño (un rango de estudiantes totales por aula). En el nivel de secundaria, esta información se presenta por asignatura y no por grado.

Asunto	Tamaño medio de las clases	Número de clases con 1-22 alumnos	Número de clases con 23-32 alumnos	Número de clases con más de 33 alumnos
Lengua y literatura inglesas	17	17	7	
Matemáticas	5	13		
Ciencia	9	5		
Ciencias sociales	12	7	1	

2022-23 Tamaño medio de las clases de secundaria y distribución del tamaño de las clases

Esta tabla muestra el tamaño medio de las clases en 2022-23 y su distribución. Las columnas tituladas "Número de clases" indican cuántas clases corresponden a cada categoría de tamaño (un rango de alumnos totales por aula). En el nivel de secundaria, esta información se

Asunto	Tamaño medio de las clases	Número de clases con 1-22 alumnos	Número de clases con 23-32 alumnos	Número de clases con más de 33 alumnos
Lengua y literatura inglesas	22	11	10	3
Matemáticas	5	15		
Ciencia	9	6	1	
Ciencias sociales	14	7		

2023-24 Tamaño medio de las clases de secundaria y distribución del tamaño de las clases

Esta tabla muestra el tamaño medio de las clases en 2023-24 y su distribución. Las columnas tituladas "Número de clases" indican cuántas clases corresponden a cada categoría de tamaño (un rango de alumnos totales por aula). A nivel de escuela secundaria, esta información se presenta por materia en lugar de por grado.

Asunto	Tamaño medio de las clases	Número de clases con 1-22 alumnos	Número de clases con 23-32 alumnos	Número de clases con más de 33 alumnos
Lengua y literatura inglesas	22	11	12	1
Matemáticas	9	14		1
Ciencia	10	7	1	
Ciencias Sociales	14	7		

2023-24 Ratio de alumnos por consejero académico

Esta tabla muestra la proporción de alumnos por Consejero académico. Un equivalente a tiempo completo ETC) equivale a un miembro del personal que trabaja a tiempo completo; un ETC también podría representar a dos miembros del personal que trabajan cada uno el 50% del t

Título	Ratio
Alumnos a Consejero Académico	176

2023-24 Personal de los servicios de apoyo a los estudiantes

Esta tabla muestra el número de personal de apoyo ETC asignado a esta escuela. Un equivalente a tiempo completo (ETC) equivale a un miembro del personal que trabaja a tiempo completo; un ETC también podría representar a dos miembros del personal que trabajan cada uno

Título	Número de ETC asignados a la escuela
Orientador (académico, social/conductual o de desarrollo profesional)	3
Library Media Teacher (Bibliotecario)	
Personal de servicios de biblioteca multimedia (paraprofesionales)	
Psicólogo	
Asistente social	
Enfermera	
Especialista en logopedia/audición	
Especialista en recursos (no docentes)	
Otros	

Año Fiscal 2022-23 Gastos por Alumno y Sueldos de Profesores de Escuela

Esta tabla muestra los gastos por alumno y el salario medio de los profesores en 2022-23 para esta escuela. Las celdas con valores N/A no requieren datos.

Nivel	Gasto total por alumno	Gastos por alumno (restringidos)	Gastos por alumno (sin restricciones)	Salario medio delos profesores
Centro escolar	16,633	2,045	14,588	$70,595.37
Distrito	N/A	N/A		$111,039
Diferencia porcentual - Centro escolar y distrito	N/A	N/A		-44.5
Estado	N/A	N/A	$10,771	$105,265
Diferencia porcentual - Centro escolar y Estado	N/A	N/A	30.1	-39.4

Ejercicio 2023-24 Tipos de servicios financiados

La Escuela Popular cree que las asociaciones con organismos externos a la escuela son importantes para ampliar los servicios de apoyo y las oportunidades de enriquecimiento de nuestros alumnos.
estudiantes y familias. Los objetivos generales con las asociaciones están relacionados con nuestro objetivo LCAP, para proporcionar a los estudiantes y las familias con la académica necesaria y
recursos sociales y emocionales para apoyar el rendimiento académico y la retención. Al hacer accesibles los servicios de apoyo a nuestros estudiantes y familias, esperamos
se reducen las tasas de absentismo escolar, el absentismo crónico, las suspensiones y las remisiones disciplinarias, lo que traduce en un mayor rendimiento académico.
Anualmente revisaremos los datos locales y los datos del Cuadro de mandos para determinar la eficacia de nuestras asociaciones en

nuestros alumnos. Las siguientes asociaciones proporcionan servicios médicos in situ a nuestros estudiantes y familias:

- Departamento de Conducta del Condado de Santa Clara
- Servicios sanitarios Gardner
- La furgoneta médica de Santa Clara Valley Hospitals ofrece servicios médicos gratuitos a los estudiantes en el campus dos veces al mes.

Escuela Popular desarrolla activamente asociaciones con organizaciones legales como SIREN, la Oficina de Asuntos de Inmigrantes del Condado de Santa Clara y ConXion to Community para proporcionar a los estudiantes apoyo en cuestiones de inmigración, vivienda, salud y asuntos legales.

También proporcionamos:

- Guardería gratuita
- Clases para padres
- Pases de autobús

Además, contamos con un gestor de casos interno dedicado a poner en contacto a los estudiantes con los servicios necesarios para satisfacer sus necesidades. Algunos de los servicios son:

WYCA Organización sin ánimo de lucro dedicada a eliminar el racismo, capacitar a las mujeres y promover la paz, la justicia, la libertad y la dignidad para todos.

AACI Maltrato doméstico

Alcohólicos Anónimos La alegría de vivir y la ilusión de vivir

Ejercicio 2023-24 Tipos de servicios financiados

Here 4 you LifeMoves

Ministerios City Team

Categoría	Distrito Importe	Media estatal por distritos en la misma categoría

Salario de los profesores principiantes	$67,050	$62,635
Salario medio de los profesores	$105,970	$101,698
Sueldo más alto de un profesor	$135,864	$128,982
Salario medio de los directores (primaria)	$0	
Salario medio del director (medio)	$0	$162,013
Salario medio del director (alto)	$173,213	$182,697
Sueldo del superintendente	$322,440	$298,748
Porcentaje del presupuesto para sueldos de profesores	31.47	30.11
Porcentaje del presupuesto para sueldos administrativos	3.21	4.78

2023-24 Cursos de Colocación Avanzada (AP)

Esta tabla muestra el porcentaje de estudiantes en cursos AP en esta escuela.

Porcentaje de alumnos en cursos AP	0

Esta tabla muestra el número de cursos AP ofrecidos en esta escuela en los que hay matriculados al menos un alumno.

Asunto	Número de cursos AP ofrecidos
Informática	0
Inglés	0
Bellas artes y artes escénicas	0
Lengua extranjera	0
Matemáticas	0
Ciencia	0
Ciencias sociales	0
Total de cursos AP ofrecidos Cuando haya matriculados en el curso al menos un estudiante.	0

Desarrollo profesional

Asunto	2022-23	2023-24	2024-25
Número de días lectivos dedicados al desarrollo del personal y a la mejora continua	10	10	9

Appendix 21: Articles of Incorporation, Bylaws, Conflicts of Interest Code

State of California

OFFICE OF THE SECRETARY OF STATE

SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

THE GREAT SEAL OF THE STATE OF CALIFORNIA

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT - 2 2000

Bill Jones

Secretary of State

Sec/State Form CE-107 (rev. 9/98)

OSP 98 13524

2263653

ENDORSED - FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA

OCT -2 2000

BILL JONES, SECRETARY OF STATE

ARTICLES OF INCORPORATION

I.

The name of this corporation is ESCUELA POPULAR DEL PUEBLO.

II.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

III.

The specific purpose of this corporation is to provide education, language, employment, survival and other training and skills to impoverished, immigrant and other needy communities; and to promote the culture of the Latino community.

IV.

The name and address in the State of California of this corporation's initial agent for service of process is: Lidia Reguerin, 282 S. King Road, San Jose, California, 95116.

V.

This corporation is organized and operated exclusively for educational, public and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

VI.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VII.

The property of this corporation is irrevocably dedicated to educational, public and charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

VIII.

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

9-20-2000
DATE

OFFICE OF THE SECRETARY OF STATE

Lidia Reguerin
LIDIA REGUERIN, INCORPORATOR

BYLAWS

OF

ESCUELA POPULAR DEL PUEBLO

A California Nonprofit Public Benefit Corporation

ARTICLE ONE

SECTION 1. NAME

The name of this corporation is ESCUELA POPULAR DEL PUEBLO.

ARTICLE TWO

SECTION 1. PRINCIPAL OFFICE

The principal office of the corporation for the transaction of its business is located in Santa Clara County, California. The directors may change the principal office from one location to another.

ARTICLE THREE

PURPOSES

SECTION 1. GENERAL PURPOSE

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for education, public and charitable purposes.

SECTION 2. SPECIFIC AND PRIMARY PURPOSES.

This corporation has been organized, within the context of the general purposes stated above, to

(a) provide education, language, employment, survival, and other training and skills to impoverished, immigrant and other communities in need;

(b) promote the culture of the Latino community

(c) engage in any other educational, public or charitable activities as determined to be appropriate by the Board of Directors.

Escuela Popular del Pueblo has been formed for these purposes because many people in today's society, whether they be American-born or immigrant, face many challenges which prevent them from becoming fully functioning, integrated members of the community; because these challenges are severely acute within the Latino community; and because governmental and traditional institutions often can not meet their educational, employment, economic, social, language and other needs,

SECTION 2. LIMITATIONS

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The property of this corporation is irrevocably dedicated to public and charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision of payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for education, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE FOUR

SECTION 1. MEMBERSHIP.

This corporation shall have no members.

ARTICLE FIVE

DIRECTORS

SECTION 1. POWERS.

a). General Corporate Powers. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

b). Specific Powers. Without prejudice to these general powers, and subject to these same limitations, the directors shall have the power to:

i) Select and remove the officers of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation and with these Bylaws.

ii) Change the principal executive office or the principal business office in the State of California from one location to another.

iii) To establish the major policies governing the operations of the Corporation, and shall have the general supervision and control of the business and the affairs of the Corporation, and shall make rules and regulations

consistent with law, with the Articles of Incorporation and these Bylaws for the management of the operations of the Corporation, officers, employees, and agents of the Corporation.

iv) To change the principal office for the transaction of the business of the Corporation from one location to another within the same county, to fix and locate from time to time one or more subsidiary offices for the Corporation within the County of Santa Clara; to adopt, make, and use the corporate seal, and to prescribe the

forms of certificates of membership, if any to be used, and to alter such seal and forms from time to time as, in their judgment, they deem best, provided such certificates at all times comply with the provisions of law.

v) To borrow money or incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered thereof, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, or other evidences of debt and securities, therefor.

vi) To delegate to an Executive Committee, any of the powers or authority of the Board in the management of the business and affairs of the Corporation, except the powers to adopt, amend and repeal the Bylaws. The Board of Directors shall have the power to prescribe the manner in which the proceedings of the Executive Committee, or any other committee, shall be conducted.

vii) To select and remove the Chief Executive Officer of the Corporation. To prescribe the powers and duties of all the officers, agents, and employees of the Corporation so long as such powers and duties are consistent with law, with the Articles of Incorporation, and with these Bylaws. To fix the compensation, if any, of the officers, agents and employees of the Corporation.

viii) To install an accounting system which shall be adequate to the requirement of the operations of the Corporation and to maintain proper records of all business transactions. Once in each year, the Board of Directors shall secure the services of a competent certified public accountant, who shall make a careful audit of the books and accounts of the Corporation and render a report in writing thereof, which report shall be submitted to the Board of Directors of the Corporation at their annual meeting. This report shall include at least: 1) a balance sheet showing the true assets and liabilities of the Corporation, and 2) a ledger which shall show all of the receipts and all of the expenses of the Corporation during such period.

ix) To select one or more banks to act as depositories of the funds of the Corporation and to determine the manner of receiving, depositing, and disbursing the funds of the Corporation, and the form of checks, and the persons by whom they shall be signed, with the power to change such banks and the person, or persons, signing such checks, and the forms thereof, at will.

SECTION 2. NUMBER OF DIRECTORS.

The authorized number of directors shall be seven.

SECTION 3. ELECTION AND TERM OF OFFICE OF DIRECTORS.

a). The term of office for directors shall be one year. A director may serve consecutive terms.

b). Directors to fill expiring terms shall be nominated and elected at each annual meeting of the Corporation; however, if any annual meeting is not held or the directors are not elected at any annual meeting, they may be elected at any special members' meeting held for that purpose.

c). Each director, including a director elected to fill a vacancy or elected at a special members' meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified.

d). Any person 18 years of age or older and of good character may be nominated to serve as a director by a director or member in good standing.

SECTION 4. VACANCIES.

Except for vacancies created by removal of a director, vacancies on the board may be filled by a majority of the directors then in office, whether or not a quorum, or by a sole remaining director.

SECTION 5. REGULAR MEETINGS.

Regular meetings of the Board of Directors may be held at any place within or without California that has been designated from time to time by the Board.

SECTION 6. ANNUAL MEETING.

The annual meeting of the Corporation shall be held once a year on a date fixed by the Board of Directors, after notice pursuant to these Bylaws, for the purpose of organization, election of officers, and the transaction of other business.

SECTION 7. SPECIAL MEETINGS.

Special meetings may be called by or at the request of the President or any four directors. The day, place, and time of such meeting, and the general nature of the business to be transacted, shall be as set forth in the notice thereof.

SECTION 8. NOTICE OF MEETINGS.

a). General Notice Contents. All notices of meetings shall be sent or otherwise given in accordance with Subsection (c) of this section 8 not less than 10 nor more than 90 days before the date of the meeting. The notice shall specify the date, place, and hour of the meeting, and the general nature of the business to be transacted.

b). Notice of Certain Agency Items. If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s):

(i) Removing a director without cause;
(ii) Filling vacancies on the Board of Directors;
(iii) Amending the Articles of Incorporation;
(iv) Voluntarily dissolving the Corporation.

c). Manner of Giving Notice. Notice of any meeting shall be given either personally or by first-class mail, telegraphic or other written communication, charges prepaid, addressed to each member either at the address of that member on the books of the Corporation or the address given by the member to the Corporation for the purposes of notice. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram, fax, or other means of written communication.

SECTION 9. QUORUM.

A majority of the authorized number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except to adjourn as provided in Section 9 of this Article. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided by law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of any director(s), if any action taken is approved by at least a majority of the quorum required for that meeting.

SECTION 10. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this Corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of

committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233) and indemnification of directors (Section 5238ce), require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 11. ADJOURNMENT.

A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

SECTION 12. RULES OF ORDER.

Conduct of all meetings shall be covered by Roberts Rules of Order except when such Rules would conflict with the Articles of Incorporation, Bylaws, or any Corporate resolution.

SECTION 13. ACTION WITHOUT A MEETING.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board, individually or collectively, consent in writing to the action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent(s) shall be filed with the minutes of proceedings of the Board.

SECTION 14. RESIGNATION.

Any director may resign effective on giving written notice to the President or the Secretary, unless the notice specifies a later time for the resignation to become effective. Unless otherwise specified in the notice the acceptance of the resignation shall not be necessary to make it effective.

SECTION 15. REIMBURSEMENT.

Directors may receive reimbursement of expenses, as may be determined by resolution of the Board of Directors to be just and reasonable.

SECTION 16. NO PERSONAL LIABILITY.

Directors shall not be personally liable for the debts, liabilities or other obligations of the Corporation.

SECTION 17. RESTRICTION ON INTERESTED DIRECTORS.

Not more than 49% of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (i) any person compensated by the Corporation for services rendered to it within the

previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, and (ii) any brother, sister, ancestor, descendent, spouse, brother-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

ARTICLE SIX

COMMITTEES

SECTION 1. COMMITTEES.

The Board of Directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board.

SECTION 2. FUNCTIONS AND RESPONSIBILITIES.

The Board of Directors shall prescribe the functions and responsibilities of standing committees upon creation of any such committees.

SECTION 3. EXECUTIVE COMMITTEE.

Pursuant to Section 1 of this Article, the Board may appoint two or more directors, one of whom shall be the President, to serve as the Executive Committee of the Board.

ARTICLE SEVEN

OFFICERS

SECTION 1. OFFICERS.

The Corporation shall have the following principal officers: President, Vice President, Secretary and Treasurer. The Board may designate by resolution other officers and assistant officers it may deem necessary.

SECTION 2. REMOVAL OF OFFICERS.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Directors.

SECTION 3. RESIGNATION OF OFFICERS.

Any officer may resign effective on giving written notice to the President or the Secretary, unless the notice specifies a later time for the resignation to become effective. Unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

SECTION 4. VACANCIES IN OFFICE.

A Vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed by these Bylaws for regular appointments to that office.

SECTION 5. RESPONSIBILITIES OF OFFICERS.

a). President. The President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. The President shall preside at all meetings of the membership and of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments, which may from time to time be authorized by the Board of Directors.

b). Vice President. The Vice President of the Board shall possess the powers and discharge the duties of the President in the latter's absence or disability.

c). Secretary. The Secretary shall: (i) Keep the minutes of the meetings of the proceedings of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation, and see that the seal is affixed to all documents the execution of which under seal is duly authorized; (iv) Keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (v) Sign with the President or Vice-President any and all authorized corporate documents, the execution of which shall have been authorized by resolution of the Board of Directors; and (vi) In general, perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned by the Board of Directors or the President.

d). Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, earnings (or surplus). The books of account shall at all reasonable times be open to inspection by any Director.

This officer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board of Directors. He/She shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his/her transactions and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE EIGHT

RECORDS AND REPORTS

SECTION 1. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.

The Corporation shall keep at its principal office the original or a copy of the Articles and Bylaws as amended to date, which shall be open to inspection by the members at all reasonable times during office hours.

SECTION 2. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS.

The accounting books, records, and minutes of proceedings of the members and the Board of Directors and any committee(s) of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation.

SECTION 3. INSPECTION BY DIRECTORS.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation.

SECTION 4. ANNUAL REPORT.

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year to all directors of the Corporation and, which report shall contain the following information in appropriate detail:

a). The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

b). The principal changes in assets and liabilities, including trust funds, during the fiscal year;

c).. The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

d). The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;

e). Any information required by Section 6 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

SECTION 5. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS.

This Corporation shall mail or deliver to all directors a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

a). Any transaction in which the Corporation, or its parent or subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

(i) Any director or officer of the Corporation, or its parent or subsidiary (a mere common directorship shall not be considered a material financial interest); or

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

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than Fifty Thousand Dollars ($50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than Fifty Thousand Dollars ($50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars ($10,000) paid during the previous fiscal year to any director or officer, except that no such statement need be made if such indemnification was approved

by the members pursuant to Section 5238(e)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such person's interest in the transaction and where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

ARTICLE NINE

CONTRACTS, LOANS, CHECKS, DEPOSITS, ETC.

SECTION 1. CONTRACTS.

The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS.

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select.

SECTION 5. GIFTS.

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this Corporation.

ARTICLE TEN

RIGHT TO INDEMNIFICATION

SECTION 1. RIGHT TO INDEMNIFICATION.

This Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any action or proceeding by reason of the fact that such person is or was an officer, director, or agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted by law. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent, officer, or director and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SECTION 2. INSURANCE.

This Corporation shall purchase and maintain insurance on behalf of any director, officer, or agent of the Corporation, against any liability asserted against or incurred by the director, officer, or agent in any such capacity or arising out of the director, officer, or agent's status as such, whether or not the Corporation would have the power to indemnify the director, officer, or agent against such liability under Section 1 of this Article.

ARTICLE ELEVEN

FISCAL YEAR

SECTION 1. FISCAL YEAR.

The fiscal year of the Corporation shall run from July 1 through June 30 of each year. The fiscal year may be changed by the Board of Directors.

ARTICLE TWELVE

AMENDMENTS OF BYLAWS

SECTION 1. AMENDMENT.

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed by affirmative vote of a majority of the members of the board of Directors present at any meeting at which a quorum is present.

ARTICLE THIRTEEN

AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES.

Any amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors.

SECTION 2. CERTAIN AMENDMENTS.

Notwithstanding the above Sections of this Article, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses

of the first directors of this Corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the Corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

ARTICLE FOURTEEN

PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS.

No director, officer, employee, or other person connected with this Corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the Corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Corporation. All members, if any, of the Corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the Corporation, whether voluntarily or involuntarily, the assets of the Corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this Corporation and not otherwise.

ARTICLE FIFTEEN

PROHIBITION AGAINST RACIAL DISCRIMINATION IN SERVICES

SECTION 1. PROHIBITION AGAINST RACIAL DISCRIMINATION IN SERVICES

It is the policy of Escuela Popular not to discriminate on the basis of sex, age, religion, race or national origin, sexual orientation, or handicapping condition in its educational programs and activities or in the recruitment and employment of personnel.

SECTION 2. DISSEMINATION OF ANTI-DISCRIMINATION POLICY.

The policy of non-discrimination described in Section 1 shall be publicly disseminated and publicly displayed in an appropriate manner wherever any corporation activities are carried out.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Escuela Popular del Pueblo, a California nonprofit public benefit corporation, that the above bylaws, consisting of fifteen articles, are the bylaws of the corporation as adopted by the board of directors on September 8, 2000, and that they have not been amended or modified since that date.

Executive on September, 8, 2000 at San Jose, California.

Martha S. Bean

Secretary

Bylaws Amendment

Resolution relating to Amendment of Bylaws

The following are resolutions to amend the Bylaws, as previously amended, of Escuela Popular Del Pueblo:

ARTICLE FIVE

DIRECTORS

SECTION 2. NUMBER OF DIRECTORS

Whereas the Board has increased the number of Directors, two of which are to be nominated by Center for Training and Careers/WorkNet, therefore be it resolved that Section 2, which currently states:

> "The authorized number of directors shall be nine."

Be amended to read:

> "The authorized number of directors shall be ten, two of which shall be nominated by Center for Training and Careers/WorkNet (the "CTC Representatives") and elected in accordance with these Bylaws, and the remaining seven of which (the "Escuela Popular Representatives") shall be nominated by the Escuela Popular Representatives and elected in accordance with these Bylaws. In addition, In accordance with Education Code Section 47604(b), East Side Union High School District (ESUHSD) shall be entitled to a single non-voting representative on the Corporation's Board of Directors. However, pursuant to Education Code §47604(c), ESUHSD's representative presence on the Board does not make it liable for the debts or obligations of the Corporation."

SECTION 3. ELECTION AND TERM OF OFFICE OF DIRECTORS

Whereas the Board deems it desirable and in the best interests of the Corporation to specify the manner in which the CTC Representatives and the Escuela Popular Representatives on the Board of Directors are to be nominated and elected, therefore be it resolved that Section 3 is hereby deleted and replaced in its entirety with the following:

> "a) The term of office of directors shall be one year. A director may serve consecutive terms.
> b) CTC Representatives shall be nominated by Center for Training and Careers/WorkNet, and will be elected only upon majority vote of the Escuela Popular Representatives based upon the presence of a quorum.

c) Escuela Popular Representatives shall be nominated by a majority of the existing Escuela Popular Representatives, and will be elected only upon majority vote of the Escuela Popular Representatives based upon the presence of a quorum.
d) Directors to fill expiring CTC Representative terms shall be nominated by Center for Training and Careers/WorkNet, and elected only upon majority vote of the Escuela Popular Representatives based upon the presence of a quorum at each annual meeting of the Corporation; however if any annual meeting is not held or the directors are not elected at any annual meeting, they may be elected at any special meeting held for that purpose.
e) Directors to fill expiring Escuela Popular Representative terms shall be nominated by existing Escuela Popular Representatives, and elected only upon majority vote of the Escuela Popular Representatives based upon the presence of a quorum at each annual meeting of the Corporation; however if any annual meeting is not held or the directors are not elected at any annual meeting, they may be elected at any special meeting held for that purpose.
f) Each director, including a director elected to fill a vacancy or elected at a special meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified.
g) Any person 18 years of age or older and of good character may be nominated to serve as a director by Center for Training and Careers/WorkNet or the Escuela Popular Representatives, as applicable."

SECTION 4. VACANCIES.

Whereas the Board deems it desirable and in the best interests of the Corporation to specify the manner in which CTC Representative vacancies and Escuela Popular Representative vacancies on the Board of Directors are to be filled, therefore be it resolved that Section 4 is hereby deleted and replaced in its entirety with the following:

> "Except for vacancies created by removal of a director, (a) a CTC Representative vacancy on the Board may be filled by a person nominated by Center for Training and Careers/WorkNet and elected only upon majority vote of the Escuela Popular Representatives then in office, whether or not a quorum, or by a sole remaining director, and (b) an Escuela Popular vacancy on the Board may be filled by a person nominated by the existing Escuela Popular Representatives, and elected only upon majority vote of the Escuela Popular Representatives then in office, whether or not a quorum, or by a sole remaining director."

SECTION 9. QUORUM

Whereas the Board deems it desirable and in the best interests of the Corporation to change the quorum requirements for the transaction of business at any meeting of the Board of Directors, therefore be it resolved that Section 9 is hereby deleted in its entirety and replaced with the following:

"A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except to adjourn as provided in Section 11 of this Article. The act of a majority of the voting directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided by law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of any director(s), if any action taken is approved by at least a majority of the quorum required for that meeting."

ESCUELA POPULAR DEL PUEBLO

CONFLICT OF INTEREST CODE

I. ADOPTION

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

II. DEFINITION OF TERMS

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

III. DESIGNATED EMPLOYEES

Board members and employees who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "Designated Reporters." The Designated Reporters are listed in "Exhibit A" attached to this Code and incorporated by reference.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each Designated Reporter shall file a Form 700 Statement of Economic Interest ("Form 700") at the time and manner prescribed by California Code of Regulations, Title 2, Section 18730, disclosing financial interests as assigned in Exhibit A. The specific financial disclosure responsibilities assigned to each Designated Reporter are set forth in Exhibit B.

Filing of Annual Statements. All Statements shall be supplied to the Charter School. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy of the Statements.

V. DISQUALIFICATION

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

VI. MANNER OF DISQUALIFICATION

A. Designated Reporters Who are NOT Board Members

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

B. Board Member Designated Reporters

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

EXHIBIT A

DESIGNATED POSITIONS

Designated Reporter - Title	Assigned Disclosure Category
Governing Board Members	1, 2, 3
Executive Director	1, 2, 3
Deputy Director	1, 2, 3
Principals	2
Business Manager	1, 2, 3
Office Manager	3
Consultants/New Positions	*

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

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

EXHIBIT B

DISCLOSURE CATEGORIES

Category 1

Designated positions assigned to this category must report:

All interests in real property which are located in whole or in part within two (2) miles of any facility utilized by the Charter School, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Category 2

Designated positions assigned to this category must report:

Investments i and business positions in business entities and sources of income (including gifts, loans, and travel payments) that are contractors engaged in performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the Charter School.

Category 3

Designated positions assigned to this category must report:

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

4913-3387-9307, v. 1

Appendix 22: Board Member Biographies

The current members of the Board and their current terms are as follows:

Name	Position	Start	End
Dr. Pablo Reguerin	Chair	11/30/2025	11/30/2026
Dr. Ellen Middaugh	Vice-Chair	11/30/2025	11/30/2026
San Juana Ochoa	Secretary	11/30/2025	11/30/2026
Maria del Rocio Preciado	Treasurer	11/30/2025	11/30/2026
Dr. Bernard Gifford	Member	11/30/2025	11/30/2026
Robert Escobar	Member	11/30/2025	11/30/2026
Dr. Sherry Segura	Member	11/30/2025	11/30/2026

Brief biographical information about the members of the Board follows below.

Dr.Pablo Guillermo Reguerín, M.A. – Chair. Pablo Guillermo Reguerín currently serves as the Vice Chancellor for Student Affairs for UC Davis and previously served as the Executive Director for Retention Services and Educational Opportunity Programs at the University of California, Santa Cruz. As vice chancellor, Pablo Reguerín oversees the nearly 30 units that make up the Division of Student Affairs, including programs and partnerships that promote student learning and success, personal growth, and lifelong education. He has served as principal investigator on multiple U.S. Department of Education Hispanic Serving Institution, Title V and Title III grants, totaling more than $15 million. Mr. Reguerín received his Bachelor of Arts degree from UC Santa Cruz in Latino and Latin American Studies, his Master of Arts degree from Teachers College, Columbia University in Educational Leadership and Administration, and his doctorate in education from the UC Davis School of Education CANDEL (Capitol Area North Doctorate in Educational Leadership) Program in 2017.

Sanjuana Ochoa – Secretary. Sanjuana Ochoa is currently a faculty member of Escuela Popular. She began at EP as one of the first students in 1986 and soon after she was recruited by EP's founder, Lidia Reguerin, to become one of the first homegrown ESL teachers eventually moving into administration and instructional leadership. Mrs. Ochoa received her Bachelor of Arts in Liberal Studies from The National Hispanic University in 2005 and her Single Subject Teaching Credential from REACH Institute for School Leadership. Mrs. Ochoa has over 35 years of teaching experience in language acquisition, social studies, basic math and Spanish Literature. San Juana has served as an Instructional Mentor and Department Head for over 12 years. Mrs. Ochoa had the privilege of working closely with Maestra Lidia Reguerin and carries forth the principles of popular education and the essence of Escuela Popular in her leadership

Maria del Rocio Preciado – Treasurer. Rocio was born in Guadalajara, Jalisco, Mexico. She emigrated to the United States at the age of nine along with her parents and her younger sister. She grew up in Oakland, California where she had the privilege of attending a College Preparatory high school. She graduated from UC Santa Cruz with a Bachelor of Arts in Psychology and Feminist Studies. At UC Santa Cruz she interned at the Education Opportunity Programs AB540 Student Services where she supported and mentored college students. Currently, Rocio is a Community Engagement Manager for Immigrants Rising, a nonprofit organization whose mission is to empower undocumented young people to achieve educational and career goals through personal, institutional and policy transformation.

Bernard Gifford, Ph.D. – Member. Dr. Gifford served a professor at UC Berkley whose research interests include theories of computer-mediated, collaborative learning; the impact of networking and communications technologies on student learning activities and teacher pedagogical practices; the behavior of organizations during periods of rapid technological change; and the changing political economy of U.S. higher education. Current research focuses on how standards-based, computer-mediated learning materials can reduce the achievement gap between mainstream students and students who traditionally have not been well served by conventional classrooms. His numerous books include Policy Perspectives on Educational Testing (1993) and Employment Testing: Linking Policy and Practice (with L. Wing, 1993). Dr. Gifford holds a Ph.D. in Biophysics from the University of Rochester.

Robert Escobar– Member. Robert is a dedicated community leader with a strong background in public service, nonprofit management, and human resources. He currently serves as the Executive Director of the José Valdés Math Foundation, overseeing policy development and program implementation to support math education for underserved students. Robert retired as Deputy Director of Human Resources for the Santa Clara Valley Transportation Authority, where he led labor contract negotiations and workforce planning. He has also served as a Planning Commissioner for both the County of Santa Clara and the City of Morgan Hill. Deeply committed to community advocacy, Robert volunteers with Latinas Contra Cancer and the El Toro Youth Association and serves on the board of San José Jazz. He previously led the San Jose Development Corporation, a nonprofit focused on economic development in low-income communities. A U.S. Army veteran, he served from 1968 to 1971, including a tour in South Vietnam.

Ellen Middaugh, Ph.D. – Member. Ellen is an Assistant Professor of Child and Adolescent Development in the Lurie College of Education at San José State University. Her research focuses on the influence of varied social contexts on youth civic identity development and on the implications of digital media for positive youth development. Recent publications include *U Suk! Participatory media and youth experiences with political discourse in* Youth & Society (Middaugh, Bowyer & Kahne, 2016), The Social and Emotional Components of Gaming (Middaugh, 2016) and *Youth comprehension of political messages in YouTube videos* (Bowyer, Kahne & Middaugh, 2015). She previously served as Research Director for the Mills College Civic Engagement Research Group. Ms. Middaugh earned her Ph.D. in Human Development and Education from UC Berkeley in May 2009.

Sherry Segura, Ph.D – Member. Sherry is the Chief Executive Officer/Superintendent for The Foundation for Hispanic Education. She represents charter schools on the ACS WASC Commission. Sherry has over 29 years of educational experience and is a proud product of the California public school system. She served as a middle school English language arts, English language development, and reading intervention teacher. Sherry received a Bachelor of Arts degree in Humanities and Fine Arts from the University of Central Florida. She earned a Master of Education from the University of Houston and a Doctor of Philosophy in Curriculum and Instruction from the University of Denver. She is currently an adjunct professor in the School of Education and Psychology at Santa Clara University.

Appendix 23: Organizational Chart

Escuela Popular Organizational Chart
2025-2026

Board of Directors

Executive Director

Strategic Programs & Grants Manager

Principal

- Instructional Leaders (TK–5, Middle School, AM & PM High School)
- Instructional Staff
- Special Education Coordinator
- Athletic Coordinator

Student Services Director

- Program Case Manager
- Academic Advisors
- Student & Family Services Staff

Community Relations Advocate

Business Manager

- School Nutrition Staff
- Facilities / Custodians
- Campus Supervisors

Human Resources Manager

- HR Specialist
- Childcare Coordinator
- Childcare Staff

Compliance Manager

- Truancy Specialist
- Assessment Specialist

Student Data Manager

- Office Coordinator
- Registrar Specialist
- Admin Assistants

Appendix 24: Employee Handbook

2025-2026 EMPLOYEE HANDBOOK

BOARD APPROVED: June 16, 2025

Revised June / 2025

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WELCOME

WELCOME TO ESCUELA POPULAR!

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

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

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

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

I welcome you and wish you great success and fulfillment at EP.

Sincerely

Patricia Reguerin
Executive Director

GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at EP. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

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

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

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

Finally, this handbook contains proprietary information that should not be disclosed outside EP, other than to individuals affiliated with EP whose knowledge of the information is required in the normal course of business.

OUR MISSION/VISION/PHILOSOPHY

MISSION STATEMENT

Our Family Learning Center believes that teaching is an act of love through which learning is reciprocal. We develop bilingual, bi-cultural students fully prepared to continue onto higher education and empowered to pursue their goals in a global society.

VISION STATEMENT

Escuela Popular educates to transform lives.

ACADEMIC PHILOSOPHY

Escuela Popular was founded by Lidia Reguerín in September 1986 primarily to provide necessary educational resources to the East San José immigrant community.

Escuela Popular staff and faculty strive to support whole families in making education priority. Escuela Popular provides the following programs:

- Childcare Development Program;
- 80/20 Dual Language Immersion Program (Spanish/English);
- High School Program for students under 19 years of age;
- High School Program for students over 19 years of age.

EMPLOYMENT

EMPLOYMENT APPLICATIONS

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

AT-WILL EMPLOYMENT

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

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

EQUAL EMPLOYMENT OPPORTUNITY

EP is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race (which includes associated traits, such as hair styles and protective hairstyles, e.g., braids, locks, and twists and hair texture), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve

members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, any combination of these characteristics, or any other consideration protected by applicable law. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics or a combination of these characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes they requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation they need to perform the job. Although the need for accommodations is determined on a case-by-case basis, generally EP and the employee or applicant will engage in an interactive process with the employee's or applicant's health care provider(s) to confirm the existence of the condition, its limitations in the workplace, and possible reasonable accommodations, if any. The employee or candidate has an obligation to cooperate with EP in this process, which may include authorizing EP to communicate with their health care provider(s).

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

HARASSMENT

It is the policy of EP to ensure equal employment opportunity without harassment on the basis of race (which includes associated traits, such as hair styles and protective hair styles, e.g., braids, locs, and twists, and hair texture), color, religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related

protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, any combination of these characteristics, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics or a combination of these characteristics.

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

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

1. What is Harassment?

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

   Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to any of the above protected categories:

   - Verbal conduct such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) ("hostile work environment" harassment).
   - Disrespectful or unprofessional conduct based on any of the protected categories listed above ("hostile work environment" harassment).
   - Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment).
   - Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages,

posts, social media, instant messages, e-mails, letters, pictures, or gifts ("hostile work environment" harassment).

- Physical conduct such as assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of any protected basis ("hostile work environment" harassment).
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors ("quid pro quo" harassment).
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law and/or school policy.
- Sexually harassing conduct does need not to be motivated by sexual desire to be unlawful or to violate this policy and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

2. What is abusive conduct/workplace bullying?

Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests. Examples may include:

- Use of derogatory remarks, insults and/or epithets.
- Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.

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

3. What is Retaliation?

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

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

violation of this policy, or engaging in any other activity protected by applicable law.

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

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

4. Responsibility

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

5. Reporting

EP strongly encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, or the Executive Director. All employees who witness potential violations of this policy, and particularly supervisors, are required to immediately report such incidents to the Executive Director. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the Executive Director, or other upper-level administrators in leadership, as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination. There is no requirement to report your complaint to any designated supervisor within EP. Select the individual supervisor with whom you feel the most comfortable discussing your

complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. EP is serious about enforcing its policy against discrimination, harassment and retaliation; however, EP cannot resolve potential violations that it does not know about. Therefore, employees are responsible for bringing any such problems to EP's attention so it can take whatever steps are necessary to correct the problems.

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

6. Investigation/Complaint Procedure

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

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

EP's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

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

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

EP may investigate conduct in the absence of a formal complaint if EP has reason to believe that an individual has engaged in conduct that violates EP policies or applicable law. Further, EP may continue its investigation even if the original complainant withdraws their complaint during the course of the investigation.

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

7. Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. Any employee who has questions or concerns about these policies should talk with the Executive Director or Human Resources.

If you believe you have experienced discrimination or harassment you may file a California Civil Rights Department ("CRD") or Equal Employment Opportunity Commission complaint. For information contact the CRD or EEOC. You may find their phone numbers online at www.eeoc.gov and www.calcivilrights.ca.gov, respectively.

8. Training Requirements

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

TITLE IX NOTICE OF NONDISCRIMINATION

EP does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required

by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

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

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

lucero@escuelapopular.org or (408) 426-2106

A copy of EP's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within EP's education program or activities and for pursuing available remedies, is available on the School website at: www.escuelapopular.org.

WHISTLEBLOWER POLICY

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

An employee who wishes to report a suspected violation of law or EP policy may do so by contacting the Board of Directors.

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

Any employee who believes that they have been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Executive Director and Human Resources. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Executive Director or Board of Directors.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality to the extent possible, consistent with a full and fair investigation. Information will be disclosed only as it is necessary to complete the investigation and resolve the matter. The Executive Director and a member of EP management will conduct the investigation or designate other internal or external parties to

conduct the investigation. The investigating parties may notify the concerned individuals of their findings as appropriate.

OPEN COMMUNICATION POLICY

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

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

LACTATION ACCOMMODATION POLICY

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

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

An employee who would like to request an accommodation to express milk should complete an accommodation request form and contact the employee's supervisor or Human Resources. The School will engage the employee in an interactive process with the employee to determine when and where lactation breaks will occur, and will respond accordingly, generally within two business days. The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

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

1. The employee should fill out an accommodation request form and contact their supervisor or Human Resources to request designation of a location and time to express breast milk under this policy.

2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

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

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may also file a complaint with their supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

PUBLIC RELATIONS

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

Below are several things employees can do to help leave people with a good impression of EP.

These are the building blocks for our continued success:

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

THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

"Employees" may include exempt, nonexempt, regular full-time, regular part-time, and temporary persons.

1. Exempt

   Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

2. Nonexempt

   Employees whose positions do not meet specific criteria established by state and federal law and are paid overtime and double time pay in certain circumstances. Overtime and double time compensation will be paid in accordance with all state and federal laws, which is generally the following:

   - Overtime (paid at one-and-a-half times the employee's regular rate of pay): All hours worked in excess of 40 hours per workweek, in excess of 8 hours in a workday, and for the first 8 hours worked on the seventh consecutive workday.
   - Double time (paid at twice the employee's regular rate of pay): All hours worked in excess of 12 hours in a workday and in excess of 8 hours worked on the seventh consecutive workday.

3. Regular Full-Time

   Employees who are regularly scheduled to work 30-40 hours per week are generally eligible for the EP's benefit package, subject to the terms and conditions, and limitations of each benefit program.

4. Regular Part-Time

   Employees who are regularly scheduled to work less than 30 hours per week, and generally not eligible for EP's benefit package except for those required by law.

5. Temporary (Full-Time or Part-Time)

   An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

   Temporary employees retain that status until they are notified of a change, in writing, by Human Resources.

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

EP reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Nonexempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Nonexempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Nonexempt employees are not allowed to work "off the clock." Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend the function. Employees violating these rules may be subject to disciplinary action up to and including termination.

1. Instructional Employees:

   The normal working hours for instructional employees at the school sites are from 8:00 a.m. to 4:30 p.m. or 2:30 p.m to 11:00 p.m. with two ten (10) minute rest breaks and a thirty (30) minute meal break. Instructional employees may be required to work other than the normal hours and to take their lunch breaks and/or rest breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, evening and Saturday family workshops or special meetings.

   Preparation ("prep") times are considered part of the work schedule. Instructional employees are expected to use this time to prepare for class and must stay on campus during scheduled prep time. During prep times, instructional employees can expect to substitute for another class or work with students if the need arises.

   The direct supervisor must approve any exceptions to the regular work schedule for instructional employees.

2. Non-Instructional Employees:

   The designated supervisor will determine the normal working hours for non-instructional employees. Nonexempt, non-instructional employees are

entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime and double time pay as required by law.

Exempt employees, including Instructional and Non-Instructional employees, will be expected to work the number of hours necessary to complete their assigned responsibilities.

PARTICIPATION IN NON-SCHEDULED PROGRAMS

All staff (exempt or nonexempt) are required to participate in EP sponsored and non-EP sponsored programs, if approved by the supervisor, which may be held outside school hours. These include, but not limited to the following: staff meetings, IEP meetings, in-service training, parent-teacher-student conferences, parent meetings, community meetings, certain School board meetings, professional development training, open house, graduation(s), and all end-of-year events.

Teachers will support and participate in field trips, workshops, and other learning activities that include students on their caseload.

Failure to attend staff meetings, IEP meetings, in-service training, and other required scheduled events without prior written notification to the direct supervisor will result in disciplinary action.

When EP registers employees for conferences or workshops, the School is making a financial commitment and an investment in the employee. Therefore, if employees register to attend a conference or workshop, employee attendance is expected. EP understands that emergencies arise at times. However, short of an emergency, it is expected that staff will attend conferences for which they have registered.

WORKWEEK AND WORKDAY

EP’s workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. EP’s standard workday is 12:00 a.m. to 11:59 p.m. each day.

SCHOOL HOLIDAYS

The School observes 13 paid holidays during the year:

- New Year's Eve Day
- New Year’s Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Day

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

To be eligible for holiday pay, an employee must be full-time and exempt. Employees on any leave of absence, part-time employees, temporary employees, nonexempt employees (including, but not limited to, teachers) are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

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

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

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to their supervisor. The employee may use paid vacation if the employee has unused vacation available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

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

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved vacation

ACADEMIC FREEDOM

Academic freedom is not absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;

- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality are considered an essential function of all positions. Employees are expected to report to work as scheduled, on time, and prepared to work. Employees also are expected to remain at work for their entire work schedule, except meal periods, rest periods or when required to leave on authorized School business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

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

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

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

Absences protected by local, state and federal law do not count as violations of this policy. Paid sick time protected under California law does not count as a violation of this policy.

TIME RECORDS (NONEXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system on a daily basis. Each time record must show the exact time each work period began and ended, the meal periods taken, and your approval/signature. Absences and overtime must be accurately identified on your time record. Any work performed before or after any regularly scheduled work shift must be approved in advance by the employee's supervisor or school leadership. All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit their own time record. Nonexempt employees are not allowed

to work "off the clock." Working "off the clock" violates our School's policy. Any errors on an employee's time record should be reported immediately to the employee's supervisor or Human Resources.

Exempt employees must report full days of absence from work.

MEAL AND REST PERIODS (NONEXEMPT EMPLOYEES)

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

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

1. Meal Periods

   Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are provided a 30-minute uninterrupted duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period no later than 12:00 p.m. (noon). Your supervisor may schedule your meal periods.

   The employee may waive this meal period if their workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the designated supervisor and complete a "Meal Period Waiver" form.

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

Hours Worked	Number of Meal Periods
0 hours to 5 hours	No meal period
Over 5 hours to 10 hours	1 30-minute meal period
Over 10 hours to 14 hours	2 30-minute meal periods

Nonexempt employees must observe assigned working hours, the time allowed for meal periods, and report any interrupted, missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's timesheet. Meal periods are unpaid time and employees are free to leave the premises but must notify the designated supervisor. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday. Nonexempt employees are expected to return to work promptly at the end of any meal period.

2. Rest Periods

Nonexempt employees are authorized and permitted to take a 10-minute uninterrupted rest period for each four (4) hours of work or major fraction thereof which is defined as any amount of time over two (2) hours. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off. During rest periods, employees are not required to stay on the premises, however, nonexempt employees are expected to return to work promptly at the end of any rest period.

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to

the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

PAYDAYS

The standard pay period for all employees is semi-monthly. Paydays at EP are on the 15th of the month and the last day of each month. Human Resources or their designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

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

PAYROLL WITHHOLDINGS

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

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

If an employee believes an error has been made in their pay or deductions EP will work in good faith to resolve errors as soon as possible. The employee should notify Human Resources of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then they should ask Human Resources to explain it. The employee may change the number of withholding allowances they wish to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Human Resources.

CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

EP will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, EP will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three business days after they begin work. Former employees who are rehired must also complete the form if they have not completed an I-9 with EP within the past three years or if their previous I-9 is no longer retained or valid.

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

Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin work.

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

If you allow a valid credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, EP is required to remove you from the work schedule until you meet the necessary requirements for your assignment or renew your credential.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that they were examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's or other approved health care provider's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in a delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required for existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

CRIMINAL BACKGROUND CHECK

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

For additional information on background checks, please contact Human Resources.

CHILD ABUSE AND NEGLECT REPORTING ACT

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

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

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

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

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact Human Resources.

PERSONNEL FILES

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

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

TELECOMMUTING

EP may offer telecommuting to some employees when we believe it would benefit both the School and the employee. Additionally, some job positions may require telecommuting and such requirements will be outlined in the job description and/or employee's employment agreement. Telecommuting is the practice of working at home or at a site near the home instead of physically traveling to a central workplace. This policy outlines EP's policy related to telecommuting arrangements.

i. Required Telecommuting

For employees required by their job positions to perform their job duties remotely, telecommuting is not optional. To be eligible and appropriate for a telecommuting job position, the employee must:

- Be located and perform all work in California, unless authorization is obtained from the Supervisor;
- Have a safe workspace equipped with internet, phone (if one is not provided by EP), and other required home office supplies, not provided by EP;
- Be able to perform job duties during normal business hours to the extent the position requires doing so;
- Be able to be free from home-related demands or distractions sufficient to successfully perform the duties of the job;
- Refrain from allowing any non-employee third parties to assist the employee or perform any work for the School; and
- Be able to maintain School records with the requisite degree of privacy and confidentiality.

ii. Requested Telecommute

If an employee believes that telecommuting would enhance their ability to get their job done, the employee must submit a written request to the Supervisor that proposes how telecommuting will benefit EP and the employee. The request should explain how the employee would be accountable and responsible, what equipment is necessary, and how communication barriers would be overcome.

When deciding whether to approve a telecommuting arrangement, EP will look at factors such as position and job duties, performance history, related work skills, and the impact on the School.

Employee compensation, benefits, work status, work responsibilities, and the amount of time expected to work per day or per pay period will not change if an employee telecommutes (unless otherwise agreed upon in writing).

At-home work hours will conform to a schedule agreed upon by the employee and the Supervisor. If there is no schedule agreement, work hours will be identical to the employee's work schedule prior to telecommuting. Any change to an employee's schedule must be reviewed and approved in advance by the Supervisor.

During working hours, the at-home workspace will be considered an extension of the EP workspace. Therefore, workers' compensation benefits may be available for any job-related accident that occurs in an employee's at-home workspace during working hours. All job-related accidents will be investigated immediately. EP assumes no responsibility for injuries that occur in an employee's at-home workspace outside the agreed-upon work hours. Employees must maintain safe conditions in their at-home workspace and to practice the same safety habits as those followed on EP's premises. If an injury occurs in an employee's at-home workspace during work hours, the employee must immediately report it to the Supervisor and Human Resources to get instructions for obtaining medical treatment.

Telecommuting is an alternative method for meeting the business needs of EP. It is not a universal employee benefit and EP has the right to refuse to make telecommuting available to an employee. EP also may terminate an existing telecommuting arrangement at any time. Any employee approved for or required to telecommute on a regular basis may be entitled to a home office allowance.

CHANGES IN EMPLOYMENT

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

TEACHER REQUIREMENTS FOR EMPLOYMENT

Teachers must take roll each period and certify the accuracy of the roll by their dated signature in the provided space. These attendance sheets are known as "contemporaneous records"; they

are mandated by State law to be maintained for three (3) years. The State uses these records to allocate the funds that are used to run the School and pay salaries. Inconsistent, blank, and/or inaccurate records put all funding for the School at risk. The creation of these records is the direct responsibility of the classroom teacher taking attendance. In no case may attendance be taken by a student and then certified by the teachers. The forms shall be submitted to the Attendance Office as scheduled. If attendance is also recorded in the teacher's grade book, that attendance (including the codes for absences, excused, tardy, etc.) must match the records generated for the attendance system. Teachers are responsible and required to sign and submit their attendance records at the end of each week. Failure to do so may result in disciplinary action, up to and including release from at-will employment.

i. Grading Procedures

Teachers are encouraged to fully share, in writing, all aspects of their grading procedures to every class. Tests, quizzes, homework assignments, work logs, journals, and classroom participation are examples of student achievement that should be used in arriving at a grade.

Professionalism includes making clear to your students the rubrics that will be used in defining how a score will be assigned to a particular work product. In no circumstances, will arbitrary grading be allowed. Return of student work is to be accomplished in a timely manner so as to have the maximum effect on student learning.

Report cards will be issued to each student according to the School calendar. Timelines will be strictly adhered to; teachers must plan their time and assignments at the end of each grading period to be able to effectively evaluate students and efficiently record grades for the permanent student record.

Teachers are responsible and required to sign and submit their final grades to the office at the end of each quarter and/or scheduled deadlines. Failure to submit by the scheduled deadline will jeopardize the accuracy of students' final grade and may result in disciplinary action for the teacher, up to and including release from at-will employment.

ii. Continuing Education

EP employees are required to keep their credentials current and to keep their professional training and knowledge current through ongoing educational experiences that may include travel, retreat, university courses, workshops and other means, which will further their personal growth and enhance their teaching skills.

Reimbursement or time-off or time-off for educational experiences must be approved in advance by the Supervisor and Executive Director.

PERFORMANCE

PERFORMANCE EVALUATIONS

1. Administrative and Classified Staff:

   Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in salary or promotional opportunities, or even continued employment.

2. Teachers/Instructional Staff:

   The supervisor will generally evaluate the Teacher's performance at least once a year formally and on an ongoing basis informally. The evaluation will be based on factors including the job description, accomplishment of the Performance Objectives, EP's charter, and standards for teaching performance developed by the supervisor, EP's Board of Directors, and/or other EP staff.

   In addition to these more formal performance evaluations, EP encourages you and your supervisor to discuss your job performance on an ongoing basis.

   EP's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the EP's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and EP. Accordingly, either the employee or EP can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

3. Basis for Determining Pay

   Numerous factors may influence your rate of pay, including but not limited to, education, experience, training and/or the operational needs of the School. It is EP's goal to have a current Job Description for each employee that broadly defines the job responsibilities and essential functions for each position.

   While EP strives to complete wage increase determinations on an annual basis, there is no guarantee that employees will receive a salary increase, cost of living adjustment or promotion every school year. Salary increases, cost of living adjustments and promotions are solely within the discretion of EP and depend upon many factors in addition to performance. Positive performance evaluations

do not guarantee increases in salary or promotions. Increases may be determined on the basis of various factors including, but not limited to, performance, adherence to school policies and procedures, ability to meet or exceed duties, salary schedules/ranges/bands, achievement of performance goals, or operational factors.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

LEAVES

FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)

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

- Employee Eligibility Criteria

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

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

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

  1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

  2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

     a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing

treatment, including, but not limited to, treatment for substance abuse.

b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.

5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

- Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent

of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.

4. The receipt of sick leave pay or State Disability Insurance and/or Paid Family Leave benefits will not extend the length of the FMLA/CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

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

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the

School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the

School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

PREGNANCY DISABILITY LEAVE

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

  2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

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

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

(48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 $^{1}/_{3}$ weeks).

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

- Pay during Pregnancy Disability Leave

    1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

    2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

    3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

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

1. The employee fails to return from leave after the designated leave period expires.

2. The employee's failure to return from leave is for a reason other than the following:

    - The employee is taking leave under the California Family Rights Act.

    - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.

- There is a non-pregnancy related medical condition requiring further leave.

- Any other circumstance beyond the control of the employee.

- Seniority

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

- Medical Certifications

  1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

  2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

  1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

  2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

  4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

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

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

   a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

   b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with EP policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

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

MILITARY AND MILITARY SPOUSAL LEAVE

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

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

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

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

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

WORKERS' COMPENSATION LEAVE

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

BEREAVEMENT LEAVE

EP provides time off to eligible employees in the event of the death of a "family member". To be eligible for Bereavement Leave, the employee must be employed for at least thirty (30) days prior to starting Bereavement Leave. If an employee is eligible for Bereavement Leave and the employee experiences the death of a family member, the employee may take up to five (5) days of Bereavement Leave.

For purposes of this policy, a family member is defined as a: spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent and grandchild.

The days of Bereavement Leave do not need to be taken consecutively; however, the employee must use Bereavement Leave within three (3) months of the death of the family member, at which time any remaining unused Bereavement Leave will expire.

Within the first thirty (30) days of the first day of Bereavement Leave, an employee must provide Human Resources with documentation to support the need for Bereavement Leave which may include a death certificate; a published obituary, verification of death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

Bereavement Leave is unpaid; however, an employee may elect to use any accrued sick and/or vacation. If a funeral is more than 500 miles from the home of the employee, the employee may receive unpaid Bereavement Leave for seven (7) days with prior approval from the Executive Director.

REPRODUCTIVE LOSS LEAVE

EP grants time off to eligible employees in the event you suffer a qualifying reproductive loss event as defined in this policy.

To be eligible for reproductive loss leave, you must be employed for at least 30 days prior to starting leave.

If you are eligible and experience a reproductive loss event, you may take up to five days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple day event, of one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, if you would have been a parent of the adoptee if the adoption had been completed.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, if you would have been a parent of a child born as a result of the surrogacy.
- **Miscarriage:** May be a miscarriage by you, your current spouse or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Stillbirth:** May be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Unsuccessful assisted reproduction**: An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual, if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively, however, you must complete your reproductive loss leave within three months of your reproductive loss event, or, if prior to or immediately following your reproductive loss event, you are on or choose to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then you may complete your reproductive loss leave within three months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

Reproductive loss leave is unpaid; however, you may choose to use previously accrued paid leave time available to you.

If you experience more than one reproductive loss event within a 12-month period, you can receive another five days of reproductive loss leave. You are limited to a total of 20 days of reproductive loss leave within a 12-month period.

Any information provided to EP related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

JURY DUTY LEAVE

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

Nonexempt employees who are called for jury/witness duty, EP will pay up to three (3) days if an employee is called to serve for jury duty. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

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

TIME OFF TO VOTE

The School will allow any employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time to vote. If employees are unable to vote in an election during their non-working hours, then the School will grant up to two hours of paid time off to vote. The request must be made at least two (2) working days in advance. The time must be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule unless the School and the employee agree otherwise.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Accrued unused vacation may be paid to the employee for this time off.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off. Nothing in this policy requires the employee to bring their mail (absentee) ballot to work, including mailing such absentee ballots from work.

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

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

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

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

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a violent felony, serious felony (as defined by the California Penal Code) or felonies related to theft or embezzlement or a qualifying act of violence if:

- The employee is a victim of such a crime;
- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child, or designated person or a registered domestic partner) of an employee is a victim of such a crime.

An employee must give reasonable advance notice to the school by providing documentation of the proceeding. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

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

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you or a family member are a victim of crime or abuse, including domestic violence, sexual assault, stalking, qualifying act of violence, or a crime that caused physical injury or, in certain cases, mental injury, or that caused the death of an immediate family member, you may take time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren) or family member. Employees may use available vacation (if applicable) or accrued sick. Otherwise, the time off is unpaid. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you or a family member was a victim crime or abuse;
- A court order protecting or separating you or the family member from the perpetrator of an act of crime or abuse, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that you or a family member are undergoing treatment for physical or mental injuries or abuse due to the crime or abuse.
- Any other form of documentation that reasonably verifies the crime or abuse occurred which can include a written statement signed by you or an individual acting on your behalf certifying that the absence(s) is for the purpose authorized under this leave.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law.

EP is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee or a family member is a victim of a crime or abuse as described above.
- The employee asked for time off to get help or because of the employee's status as or association with a victim of violence.
- The employee asked EP for help or changes in the workplace to ensure safety at work.

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on the website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

ADULT LITERACY LEAVE

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

ORGAN DONOR / BONE MARROW DONOR LEAVE

The School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any accrued paid leave sick and/or vacation for organ donation and up to five (5) days accrued paid leave sick and/or vacation for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue

paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

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

DRUG & ALCOHOL REHABILITATION LEAVE

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

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

VOLUNTEER CIVIL SERVICE LEAVE/TRAINING

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

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

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

CIVIL AIR PATROL LEAVE

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

To be eligible, employees must have been employed with EP for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper

Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

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

EMERGENCY CLOSING – INCLEMENT WEATHER, ETC.

All staff who qualifies will be paid. When advance notice is given of possible inclement weather, employees are expected to take work home with them and work from home.

RETURNING FROM LEAVE OF ABSENCE

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

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

BENEFITS

VACATION

The following full-time, regular employees are eligible for vacation benefits:

- Full-time, regular Administrative/Classified employees (12-month employees) receive fifteen (15) paid vacation days per year. Vacation days are accrued at a rate of 6.667 hours per month. The fifteen (15) days are front-loaded and will be available to the employee at the beginning of the school year (July 1st).

- Part-time, regular non instructional Administrative/Classified or Credential employees (12-month and 11-month employees only) may receive pro-rated amount at the same proportion of time they work during the school year.

- Employees starting after July 1st will receive a pro-rated number of hours.

- 10-month or 10.5-month employees do not earn vacation leave.

Requests to use vacation days by these employees must be submitted in writing at least 2 weeks in advance to the designated Supervisor. These employees will not be approved for more than 15 days of vacation in a single academic year unless they fall on days that are not considered work days for teachers.

Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although EP will attempt to accommodate vacation requests to the greatest extent possible, there is no guarantee that any given vacation request will be granted. If a holiday occurs during an employee's vacation period, the employee will receive holiday compensation for that day.

Upon termination of employment, eligible employees will be paid for all available, unused vacation time at their current rate of pay. Employees are not entitled to pay in lieu of taking vacation except upon termination of employment.

SICK LEAVE

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

i. Eligible Employees

All employees (including part-time and temporary) who work for the School 30 or more days within a year in California are eligible to accrue

PSL beginning on the first day of employment under the accrual rate and cap set forth in this policy.

ii. Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling of the employee or "designated person". "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis, regardless of the age or dependency status of the child. "Parent" means a biological, foster, or adoptive parent; a step-parent; or a legal guardian of the employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising the employee when the employee was a minor child, even if they are not the employee's legal parent. "Spouse" means a legal spouse, as defined by California law. A "designated person" is any individual the employee identifies at the time the employee requests PSL. An employee is limited to one designated person per 12-month period for purposes of PSL.

Employees may also use their PSL to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, stalking, or sexual assault, that are committed against themselves or a family member.

Subject to applicable law, EP may require a health care provider's certificate for any absence due to illness or injury. EP also may require a health care provider's certification that an employee has been released to return to work before the employee is permitted to return after an illness or injury

iii. Accrual Rate, Maximum, and Carryover

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall be credited with forty (40) hours of sick leave at the beginning of each work year. All regular full-time employees will be frontloaded with additional sick leave not to exceed ten (10) days per full work year (for 10, 10.5, and 11-month employees; 12-month employees are frontloaded twelve (12) days).

Full-time employees who commence work after the first day of school shall receive a prorated amount of sick leave. However, in no case shall these employees receive less than forty (40) hours of sick leave.

Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee's normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

iv. Limits on Use

Eligible employees may use accrued PSL beginning on the 90th day of employment. Each school year, employees may only use a maximum of 5 days or 40 hours of their accrued PSL (12-month employees may use a maximum of 12 days or 96 hours of).

PSL may be taken in minimum increments of one hour. If an exempt employee absents themselves from work for part or all of a workday for a reason covered by this policy, they will be required to use accrued PSL to make up for the absence.

v. Notification

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

vi. Termination

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

vii. No Discrimination or Retaliation

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

PERSONAL NECESSITY LEAVE

An employee who does not receive vacation may elect to use up to three (3) days of accumulated sick leave in any school year for purposes of personal necessity including any of the following specific reasons:

- Death or serious illness of a member of his/her family.

- Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- Appearance in court as a litigation, or as a witness under official order.
- Adoption of a child.
- The birth of a child making it necessary for an employee who is the parent of the child to be absent during work hours.
- Business matters which cannot reasonably be conducted outside the workday.

Personal necessity leave may also be taken as an unpaid leave. Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Personal necessity days are not vacation days, do not accrue year to year, and will not be paid out if unused upon separation from employment.

UNPAID LEAVE OF ABSENCE

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

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period. If an employee is currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided the employee pays the appropriate premiums during a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, or any other protected medical leave the employee's medical and dental benefits will remain in force provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

If the leave is unpaid unapproved, employees are considered abandoning their jobs and EP has the right to terminate or discipline employment at any time

INSURANCE BENEFITS

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

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

COBRA BENEFITS

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

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

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

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

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

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

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

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

WORKER'S COMPENSATION INSURANCE

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

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

EMPLOYEE COMMUNICATIONS

COMMUNICATIONS POLICY

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

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

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

1. No Expectation of Privacy

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

   Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from EP's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish EP's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed upon request to EP for any reason that EP, in its

discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

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

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

2. Professional Use of Communication Systems Required

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

EP will permit employees to use emails, voicemail system, internet or other forms of communication subject to the following:

- Handled in a professional and careful manner.
- All employees must check their work email at least twice per day during work hours.
- Employees should not attempt to gain access to another employee's personal file of email or voicemail messages without the latter's expression permission.
- EP retains a copy of all passwords; passwords unknown to EP may not be used. System security features, including passwords and delete functions, do not neutralize EP's ability to access any messages at any time. Employees must be aware that the possibility of such access always exists.

3. Offensive and Inappropriate Material

EP's policy against discrimination and harassment, sexual or otherwise, applies fully to EP's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email

messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in EP's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Executive Director.

EP may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by EP networks. Notwithstanding the foregoing, EP is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to EP's blocking software.

4. Solicitations

EP's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations except if an employee is engaged in a protected activity related to improving the terms and conditions of their employment. Approval from the Executive Director is required before anyone can post any information on commercial on-line systems or the Internet.

5. Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Business Manager.

6. Games and Entertainment Software

Employees may not use an EP Internet connection to download games or other entertainment software, or to play games over the Internet.

7. Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to EP's "Confidential Information" policy, contained herein, for a general description of what EP deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

8. Charter School Meetings

EP does not require employees to attend any meeting related to political or religious matters. In the event that EP has this type of meeting, employees may choose not to attend these non-mandatory meetings without fear of retaliation, discrimination, or any adverse employment action. However, EP is allowed to discuss any information required by law as well as provide information that is necessary for employees to perform their job duties.

9. Copyrights and Trademarks

EP's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from EP. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor. Any EP-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices.

10. Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

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

Files obtained from sources outside EP including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by students,

parents or vendors, may contain dangerous computer viruses that may damage EP's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-EP's sources, without first scanning the material with EP-approved virus checking software. If you suspect that a virus has been introduced into the EP network, notify technology personnel immediately.

11. Violations of this Policy

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

This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

12. Amendment and Modification of this Policy

EP reserves the right to modify this policy at any time, with or without notice. EP may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

SOCIAL MEDIA POLICY

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

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

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

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- Confidential information (does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics an employee has the right to discuss with other employees under the law. Nothing in this policy prevents an employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee may have reason to believe is unlawful.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, stakeholders, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, stakeholders, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, stakeholders, suppliers, people working on behalf of the School, or competitors.

- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, stakeholders, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.
- Do not take any photos, videos, or other media in the workplace or on the School's premises or at School functions without permission of the School. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Violations may result in disciplinary action, up to and including termination.
- Supervisors who "friend" subordinates on social media accounts (whether personal or School accounts) are responsible for abiding by this policy at all times and immediately reporting any violations of this policy to Human Resources. Failure to do so may result in disciplinary action, up to and including termination.

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

Employees should weigh whether a particular posting puts their effectiveness as a School employee at risk. EP encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

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

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

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is

responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

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

Nothing in this policy is not intended to interfere with, restrain or prevent employees from using social media to:

- Communicate with others regarding wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

EQUIPMENT POLICY

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

1. Laptop Computers

   Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct.

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

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

   - Keep the computing device in a locked and secured environment when not being used;
   - Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
   - Keep food and drinks away from all computing devices and work areas;

- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
    - Immediately report the incident to their immediate supervisor and Business Manager;
    - obtain an official police report documenting the theft or loss; and
    - provide a copy of the police report to their immediate supervisor or Business Manager.

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

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

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to review, monitoring and auditing by the School.

Non-compliance with any policies or procedures will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School if resulting from an employee's willful misconduct.

CELL PHONE POLICY

Personal cell phone use is not permitted while you are working. Cell phones should be silent and stored with your other personal belongings while you are working.

Personal telephone calls should be made and received during non-teaching or non-working times. EP expects that cell phones will be turned on a silent/meeting answer mode while employees are on the job and includes, but is not limited to, staff meetings, professional development, and student supervision.

Notwithstanding the foregoing, employees may, in the event of an "emergency condition," access their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, an "emergency condition" is defined as:

- Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
- An order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

If you are required to perform business on a cell phone for EP while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or

reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by EP or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of their employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

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

This policy is not intended, nor shall it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

TELEPHONE CALLS AND TEXTING

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

In addition, the use of personal cell phones for placing or receiving calls, sending or receiving text messages, checking voicemail, or any other form of communication supported by the School's cell phone provider during working hours is strictly prohibited. Cell phones should be placed out of sight and completely silenced to avoid disruption to the learning environment. In the event of a field trip or other class outing where personal cell phones may be used for safety purposes, communication should be limited to school staff only. The School will not be responsible for lost or stolen cell phones or other personal property.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, EP has established the following policy concerning solicitation

and the distribution of written materials other than those directly related to the School's business. This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

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

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

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

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

The sole exceptions to this policy are charitable and community activities supported and approved by EP, or if an employee is engaged in a protected activity related to improving the terms and conditions of their employment.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School and the National Labor Relations Act, if applicable. The Executive Director must approve any postings prior to posting.

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

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

1. Definitions

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

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

2. Employee Responsibility

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

NEPOTISM POLICY

EP permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of EP, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, corresponding in-law, "step" relation, adoptive relative, guardian, ward, or any member of the employee's household. “Qualified relative” also includes persons engaged in amorous relationships, meaning a relation in which persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated. EP will use sound judgment in the placement of related employees in accordance with the following guidelines:

A qualified relative is permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one qualified relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Qualified relatives may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign. The Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a Key Release Agreement upon receiving the key.

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

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

INTERNAL INVESTIGATIONS & SEARCHES

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

Whenever necessary, at EP's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for EP property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to EP. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

EP has adopted a policy prohibiting workplace violence including a Workplace Violence Prevention Plan. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect EP or which occur on EP property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on EP premises, regardless of the relationship between EP and the parties involved.

All threats or acts of violence occurring off EP premises involving someone who is acting in the capacity of a representative of EP.

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

- Hitting or shoving an individual

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

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

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

Employees should immediately inform their supervisor or Human Resources about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

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

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

STANDARDS OF CONDUCT

PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. The supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity. If you are assigned a School uniform, your uniform must be clean and presentable when you report to work.

The designated Supervisor will be the final arbiter of what is considered to be inappropriate attire. You may be required to return home to change clothing if deemed necessary. Nonexempt employees will not be paid for time away from work to change attire. If management occasionally designates "casual days," appropriate guidelines will be provided to you.

Consult your supervisor if you have any questions regarding appropriate attire.

PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other EP staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in any apparel that are no higher than three (3) inches above the knee.
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, the direct supervisor must grant prior approval.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.

- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.
- No spaghetti-strapped shirts
- No tank tops or revealing
- No short apparel of any kind
- No sheer clothing
- No T-shirts with inappropriate or offensive gestures or advertising.

DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of EP that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

1. Boundaries Defined

   For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust. Boundary violations may lead to discipline up to and including termination.

2. Acceptable and Unacceptable Behaviors

   Some activities may seem innocent from a staff member's perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that they not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

3. Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Executive Director along with the rationale therefor.
- Staff are not permitted to contact students through any of the following methods unless the communication is school-related, uses approved platforms, and includes a parent/guardian or staff member (not sure if staff member should be removed)
    - Personal emails or text messages
    - Comments on students' social media accounts
    - Phone calls
    - Notes or letters
    - Any communication through private or unapproved platforms
- Private social media accounts may not be used to communicate with students under any circumstances.
- Any communication with students that could be perceived as "flirting".
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation

- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the Executive Director and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors

4. Acceptable Behaviors
    - Pats on the shoulder or back
    - Handshakes
    - "High-fives" and hand slapping
    - When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
    - Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only

- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from Executive Director to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to

engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

5. Boundaries Reporting

   When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, they must report the suspicion to the Executive Director promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

6. Investigating

   The Executive Director will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as they deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Executive Director shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

7. Consequences

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

CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIP

EP is committed to providing a professional, safe, and respectful learning and work environment for all students and employees. To protect against conflicts of interest, favoritism, bias, harassment, and any disruption to the school community, romantic or sexual relationships between employees and adult students, or between employees, are governed by this policy.

1. Employee-to-Employee Relationship

    - While voluntary and consensual romantic or sexual relationships between employees are not prohibited, they must remain professional and not disrupt the workplace or school community. Such relationships may not lead to favoritism, bias, or conflict of interest.
    - Supervisory Relationships: If a romantic or sexual relationship exists or develops between an employee and their report or a supervisor, the employee must disclose the relationship to the Human Resources Department immediately. EP will take steps to eliminate any potential conflict of interest, which may include reassigning one or both individuals, or in cases where the conflict cannot be remediated, possible separation from employment.
    - Workplace Conduct: Romantic or sexual relationships must not impact work performance, decision-making, or the learning environment. Unprofessional behavior, favoritism, or any form of public displays of affection (PDA) in the workplace are not acceptable.
    - Retaliation and Harassment: Any retaliation or harassment arising from the initiation, continuation, or cessation of a relationship will not be tolerated and will result in disciplinary action.

2. Employee-to-Student Relationship

    Any voluntary and consensual romantic or sexual relationships between an employee and an adult student are prohibited when the employee has, or might reasonably be expected or perceived to have, any professional responsibility for the student, including but not limited to instructional, supervisory, evaluative, advisory, counseling, or other assigned one-to-one role, even when both parties have consented to, or appear to have consented to, the relationship. Any employee found engaging in, or attempting to engage in, a romantic or sexual relationship with a student will face immediate investigation and possible disciplinary action, up to and including termination. Employees who become aware of such relationships are required to report them to Human Resources immediately. Failure to report can result in disciplinary action for those with knowledge of the relationship.

All romantic or sexual relationships between employees must be reported to Human Resources and the involved employees must complete a Consensual Relationship Agreement.

STAKEHOLDER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "stakeholders") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our stakeholders and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this

happens, you should immediately notify your supervisor or Human Resources. We will absolutely not tolerate conduct toward our stakeholders or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or Human Resources.

STANDARDS OF CONDUCT AND CIVILITY

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

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

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School. Other types of conduct that threaten security, personal safety, employee welfare and/or the School's operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Damage, defacing, unauthorized removal, destruction, theft, deliberate or careless damage or loss of any School property or the property of any employee or third-party.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons (real or replica) on School premises at any time or while acting on behalf of the School.
- Violation of the Substance and Alcohol policy.

- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening or abusive language toward a supervisor or member of management.
- Inefficiency including deliberate restriction of output, carelessness or unnecessary waste of time and materials, neglect of job, duties or responsibilities.
- Unprofessional conduct.
- Immoral or indecent conduct.
- Intimidating or interfering with other employees.
- Unreported absence on scheduled workdays unless otherwise excused.
- Excessive tardiness or absenteeism unless otherwise excused.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Gambling on school premises.
- Conducting personal business during business hours and/or unathorized use of school equipment for personal reasons.
- Failure to observe working schedules, including the required rest and meal periods.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Violation of the Communication Systems Policy.
- Violation of the Standards of Conduct and Civility Policy.
- Failure to provide a physician's certificate when requested or required to do so.
- Violating the School's Personal Appearance/Standards of Dress policy or dress code.
- Breaching Confidentiality.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.

- Negligence or other conduct leading to the endangerment of harm of a child or children.
- Working overtime without authorization or refusing to work assigned overtime.
- Unsatisfactory job performance.
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.
- Failure to possess or maintain the credential or certificate or license required of the position.
- Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- Failure to adequately supervise students.

The School will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, fundraising, personnel information and financial information. Confidential information does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics you have the right to discuss with other employees under the law. You shall not, either during your employment with the School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating

to the business of the School, except to the extent required in the ordinary course of your duties.

Nothing in this policy prevents employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that they have reason to believe is unlawful. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of the Executive Director and the written consent of the individual being recorded.

Upon an extended leave of absence, request from the School or termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, stakeholders, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest.

EP expects employees to devote their best efforts to the interests of our school. EP recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at EP or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with EP whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact Human Resources to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

1. Outside Employment

   If you are a full-time employee we expect that you devote your full professional effort to your position at EP. If you wish to participate in outside work activities you are required to obtain written approval from your supervisor prior to starting those activities. Approval will be granted unless the activity conflicts with EP's interests. In general, outside work activities are not allowed when they:

   - Prevent you from performing work for which you are employed at EP.
   - Involve organizations that are doing or seek to do business with EP including actual or potential vendors.
   - Violate provisions of law or EP policies or rules.
   - When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to EP must be given priority. Full-time employees are hired and continue employment with the understanding that EP is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the School is strictly prohibited.

This section is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engaging in protected concerted activity that employees have the right to engage in under federal, state or local law.

EXPENSE REIMBURSEMENT POLICY

EP expects employees to act responsibly and professionally when incurring and submitting expenses. The organization will reimburse employees for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips, telephone and fax charges, and purchases made on behalf of the organization.

EP does not pay for local travel to and from the office (regular commute). If employees use their vehicles for business travel, mileage will be reimbursed as per the IRS current mileage rates and for appropriate parking fees. EP will not be responsible for fuel, maintenance, traffic or parking violations.

1. General guidelines

Original receipts are required for reimbursement of all expenses except for per diems. These expenses include:

- Original boarding passes for airplane / train travel
- Credit card receipts
- Detailed merchant receipts

Receipts must be accompanied by a summary which outlines:

- The nature of the expense
- The name and titles of the individuals involved
- The purpose for the expense

Expense summaries must be submitted with receipts and approved by the supervisor.

All expenses and summaries must be submitted within 30 days to Business Manager for payment.

2. Travel guidelines

Flight arrangements, car rentals, and hotel accommodations will be requested by the Business Manager.

Employees may contact the Business Manager for trip work-related reimbursements of actual expenses according to the diem rates. Reimbursement will not be paid where other meal arrangements are provided. For example, a luncheon included in the event.

The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials
- Childcare
- Toiletries, cosmetics, or grooming products
- Expenses incurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Alcohol with meals

Any questions related to the content of this policy or its interpretation should be directed to the Business Manager.

3. Cell Phone Reimbursement

All School employees who are required to use their personal cell phones for work-related purposes are eligible for a reimbursement of $35.00 - $50.00 per month for a personal cell phone plan. This amount is intended to cover the proportion of the employee's personal cell phone plan which is used for work purposes. If an employee believes this amount is insufficient, the employee must provide the School with a copy of their most recent cell phone bill in the employee's name (either as the primary account holder or a user of the plan) as valid documentation that the employee has incurred an expense higher than the normal reimbursement. The School may periodically request follow-up documentation to verify that the employee is incurring the expense. If you believe you are entitled to an additional amount, please contact the Business Manager.

SAFETY

SUBSTANCE AND ALCOHOL POLICY

It is the intent of EP to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to the Human Resources Manager. The Human Resources Manager will determine if it is necessary to temporarily place

you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform their specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in their possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

EP will not discriminate against employees for the use of cannabis/marijuana off the job and away from the worksite, nor will EP take disciplinary action against employees for such use, so long it does not result in the employee being under the influence of marijuana while on the job (e.g., using marijuana off-duty and outside of work and then coming to work while still under the influence/impaired).

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Drug and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by intoxilator, blood test, urinalysis, medical examination or other pre-hiring drug/alcohol screening of those persons whom the School reasonably suspects

of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee during the work day.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

TABACCO-FREE SCHOOL

EP prohibits the smoking and use of tobacco and nicotine products anytime, anywhere in school owned or lease building(s), on school property and in school owned or leased vehicles. These prohibitions apply to all employees, students, and visitors at any school-sponsored program, activity, or athletic event held on or off school property.

- The definition of tobacco and nicotine products include smokeless tobacco, snuff, chew, clove cigarette, and electronic cigarettes that can deliver nicotine and non-nicotine vaporized solutions.
- Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic device that creates aerosol or vapor or of an oral smoking device for the purpose of circumventing the prohibition of smoking.
- Tabacco products include
    - Any products containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco or snuff;
    - An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah; and,
    - Any component, part, or accessory of a tobacco product, whether sold or not sold separately.

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person attempting to enforce this policy is prohibited.

VISITORS ON CAMPUS

School administration, or a designee, must be notified when visitors, other than parents, are coming onto campus. Employees should make every effort to greet all visitors and direct them to where they need to be. All visitors should come to EP on specific School business. Visitors should not wander in the hallways. All visitors must sign-in at the office and wear a visitor badge prior to entering any other area of the EP campus.

CHILDREN IN THE WORKPLACE

Employees are welcome to bring their children to visit their workplace, provided that the visits are infrequent, brief and planned in a fashion that limits disruption to the workplace. Employees and supervisors must consider issues of safety, confidentiality, disruption of operations, disruption of services, disruption to other employees, appropriateness, and legal liability, as well as sudden emergency, posed by the presence of children in the workplace.

Employees must seek and obtain prior permission from their supervisor before bringing their child to the School. Only the employee's legal child is permitted on School premises during working hours. Bringing children who are not the employee's legal children is not allowed. During in-service periods, employees are prohibited from bringing their children to the workplace. This ensures that all staff can focus on training and development without distractions. Employees are encouraged to arrange for their children to remain at home or to enroll them in the school's childcare program, if available.

While children are in the workplace, they must be directly supervised by the parent at all times. If the frequency, length or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action. This policy is not to be utilized as a backup/emergency childcare arrangement.

Employees are not permitted to bring ill children to work. As used in this policy, the terms "children" are defined as any individual who has not reached the age of eighteen (18). The School does not accept any liability for injuries to children who are on the campus in violation of this policy.

PETS IN THE WORKPLACE

EP is committed to providing a healthy, safe, and well-kept environment. Pets/animals of any kind are not allowed on campus. When School is in session or during School-sponsored events, no pets/animals will be allowed on campus.

The only animals that will be allowed in and on School property are service animals and therapy animals that are necessary to support a disability and have been approved by the Executive Director. Employees must have advance written approval to bring any animal into the classroom for instructional purposes.

Any pet is considered personal property and cannot be brought onto campus without a legitimate reason and preapproval from your Supervisor. The School assumes no liability for the safety of animals allowed on campus. Any animal may be restricted from School property at any time, should the animal become aggressive, a nuisance, or in any way jeopardizes health and safety on campus or otherwise violates requirements for a pet/animal to be on campus, including service and/or therapy animals.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of people loitering for no apparent reason. All staff are expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of the Campus Security, school administrator, other employees or call 911. Report any suspicious persons or activities to your supervisor or school administrator. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of the Executive Director and the written consent of the individual being recorded. Please report any problems with our security systems to the Business Manager.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on EP property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employees must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

EP cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on EP's premises, including the parking area, or away from school property while on school business. EP employees are prohibited from using personal property for work-related purposes unless approved in advance by the supervisor.

FIRE DRILL / DISASTER DRILL

Fire and disaster drills are practices to ensure that the survival of the maximum number of staff and students should be a real event. These drills should be approached with the utmost seriousness. The same sense of seriousness should be conveyed to the students. Teachers or designees are expected to have escape routes posted in each room and designated a safe meeting spot for students. Teachers or designees are then required to take roll as part of each drill.

SAFETY POLICY

EP is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Business Manager immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the school administrator immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Business Manager regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources.

EP has in place a written Injury and Illness Prevention Program and a Workplace Violence Prevention Plan as required by law. These documents are located in the HR office for review.

ERGONOMICS

EP has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to Human Resources.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the Business Manager. EP uses chemicals in some of its operations. Employees should receive training and be familiar with the handling, use, storage and control measures relating to these substances if they will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspection. Employees must follow all labeling requirements.

TERMINATION

VOLUNTARY TERMINATION

EP will consider an employee to have voluntarily terminated their employment if the employee does any of the following: (1) elects to resign from EP; (2) fails to return from an approved leave of absence on the date specified without notifying the School for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to EP for three consecutive work days. EP requests that employees provide at least two weeks written notice of a voluntary termination. All EP property must be returned immediately upon terminating employment. EP retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of EP's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, EP reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

EXIT INTERVIEWS

All employees who leave employment at EP may be asked to take part in an exit interview with Human Resources to communicate their challenges and growth while employed at EP. Information shared during an exit interview will be treated as confidential to the extent possible.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, EP will disclose only the dates of employment and the title of the last position held. EP will verify or disclose an employee's salary history only if the employee provides written authorization for EP to provide the information. However, EP will provide information about current or former employees as required by law or court order. EP will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of EP's Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I also acknowledge that I have received a copy of EP's Harassment, Discrimination and Retaliation Prevention Policy which is in the Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with this policy and all the provisions of the Employee Handbook. I understand that EP is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature below certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

I understand that the Employee Handbook contains important information regarding EP's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of EP's policies.

Just as I am free to terminate the employment relationship with EP at any time, EP, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and EP for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Executive Director of EP, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. This is the entire agreement between EP and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with EP, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

EP reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than the EP Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print)_____

Employee Signature: _____

Date: _____

ESCUELA POPULAR

NONEXEMPT EMPLOYEE MEAL PERIOD WAIVER AGREEMENT

Waiver of First Meal Period (Applicable only when workday is 6 hours or less)

- I understand that I am entitled to and acknowledge that Escuela Popular provides me with an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday. I also understand that my first meal period must start before the end of my fifth hour of work (i.e., 5 hours and 0 minutes on the clock).

- I wish to voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less.

- I understand that I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to Human Resources. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to Human Resources revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less. If I wish to revoke this waiver, I will notify my supervisor immediately.

Second Meal Period (Applicable only when workday is more than 10 hours but not greater than 12 hours)

- I understand that I am entitled to and acknowledge that Escuela Popular provides me with a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday. I also understand that my second meal period must start before the end of my tenth hour of work (i.e., 10 hours and 0 minutes on the clock).

- I wish to voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less, provided that I did not waive my first meal period on the same workday.

- I understand that I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to my supervisor. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to my supervisor revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday. If I wish to revoke this waiver, I will notify my supervisor immediately.

_____

Employee's Printed Name

_____ _____

Employee's Signature Date

ESCUELA POPULAR
NONEXEMPT EMPLOYEE
MEAL AND REST PERIOD REPORTING FORM
(ONE FORM FOR EACH APPLICABLE DAY)

Employee Name (Please Print): _____
Date:_____
Date/Time Issue Occurred: _____
Position:_____

Reported Issue(s)/Reason: **(CHECK ALL THAT APPLY AND PROVIDE THE CORRESPONDING REASON FOR THE LATE, SHORT OR MISSED MEAL PERIOD AND/OR MISSED REST PERIOD)**

Meal Periods	**Reason for Missed, Late, Interrupted or Short Meal Period**		
☐Missed Meal Period	☐Voluntary	☐Involuntary	☐Other
☐Late Meal Period	☐Voluntary	☐Involuntary	☐Other
☐Interrupted Meal Period	☐Voluntary	☐Involuntary	☐Other
☐Short Meal Period	☐Voluntary	☐Involuntary	☐Other

Rest Periods

☐Missed Rest Period	☐Voluntary	☐Involuntary	☐Other

Circle/Select Applicable Missed Rest Period: 1 2 3 4

**Voluntary: It was my own choice to refuse an authorized meal or rest period.
Involuntary: Through no choice of my own, I was not able to take a complete and proper meal or rest period.

Please provide details of what happened below regarding your meal period and/or rest period:

_____
_____
_____

I understand that I am entitled to an uninterrupted, thirty-minute meal period whenever I work more than five hours in a workday and that my meal period must begin before the end of the fifth hour of work (unless, for workdays of six hours or less, I voluntarily waived my meal period). I understand that I am entitled to a second, uninterrupted thirty-minute meal period whenever I work more than ten hours in a workday and that my second meal period must begin before the end of the tenth hour of work. I also understand that I am authorized, permitted, and strongly encouraged to take a 10-minute (net) paid rest period for every 4 hours worked or major fraction thereof. If I voluntarily miss a meal or rest period or voluntarily experience a late, short, or interrupted meal period (e.g., it was my own choice to refuse an authorized meal or rest period), I understand that I am not entitled to one hour of premium pay for that meal or rest period. If I involuntarily miss a meal or rest period or involuntarily experience a late, short, or interrupted meal period (e.g., I wasn't allowed to take a proper meal or rest period), I understand that I am entitled to one hour of premium pay for that meal or rest period.

Employee Signature:_____ Date: _____
Supervisor's Signature: _____ Date: _____

FORM MUST BE SUBMITTED IMMEDIATELY AFTER THE APPLICABLE MEAL OR REST PERIOD OCCURS TO HUMAN RESOURCES.

CONSENSUAL AND VOLUNTARY RELATIONSHIP AGREEMENT

Escuela Popular (the "School") is committed to maintaining a work environment free from harassment, discrimination, conflicts of interest, exploitation and favoritism. Accordingly, the parties referenced herein agree as follows:

1. **School Policy**: It is against School Policy to use a position of authority to induce another person to enter into a nonconsensual relationship. Indeed, even consensual relationships in the workplace can cause disruption and other problems in violation of School policy.

2. **Consensual/Voluntary Agreement**: This is a Consensual and Voluntary Relationship Agreement between the following Parties (hereinafter referred to as the "Parties" or each "Party"):

   _____ and _____
   (Name of Employee) (Name of Employee)

3. **Purpose of Agreement**: The purpose of this agreement is to affirm that both Parties to this Agreement have agreed to engage in a welcome, consensual and voluntary relationship.

4. **Acknowledgment of Current School Policy**: Both Parties have received copies of the following listed policies and agree to follow these policies:

   _____

   _____

   _____

5. **Compliance With School Policy**: Both Parties affirm that, up to the date of this Agreement, neither has engaged in any conduct that violates School Policy.

6. **Public Display of Affection at Workplace**: Both Parties understand and agree that conduct or speech in the workplace that is sexual or amorous may be objectionable or offensive to others. Therefore, they agree not to engage in such conduct on School property or when performing work-related tasks in public areas. Examples of such conduct include, but are not limited to, holding hands or touching in an affectionate or sexually suggestive manner; kissing or hugging; romantic or sexual suggestive gestures; romantic or sexually suggestive gestures; romantic or sexually suggestive oral or written communications; and display or sexually suggestive objects or pictures. Regardless of the status of this relationship, the Parties agree to behave professionally and appropriately at work, consistent with School policy and this agreement.

7. **No Favoritism**: Both Parties agree that neither Party will engage in conduct that could be regarded by others as providing favored treatment to the other.

8. **No Conflicts of Interest**: Both Parties agree that neither Party will engage in conduct that could be regarded by others as a perceived or actual conflict of interest with respect to the terms and conditions of employment for either Party.

9. **School Contact in Event of Relationship Termination**: Both Parties agree that, should any issues that may impact the workplace arise or if the relationship terminates, the following authorized School employee should be advised:

   (Name of Authorized School Employee): _____

10. **No Direct Supervisor/Reporting Relationship While Relationship Continues**: While a relationship continues between them, neither Party will request, apply for, seek in any way, or accept a direct supervisor or reporting relationship with the other.

11. **No Retaliation If Relationship Terminates**: Both Parties acknowledge and agree that either has the right and ability to end their relationship at any time without repercussion of any work-related nature, and without retaliation of any form by the other.

12. **Future Work Performance/Conduct**: This Agreement represents a commitment by the Parties to continue to follow School policies and procedures and act in a professional manner at all times.

13. **Liaison For Contact Purposes**: The Parties each understand that the following authorized School employee is available to discuss any issues relating to this Agreement or matters impacting our ability to work effectively:

    (Name of Authorized School Employee): _____

14. **Confidential Agreement**: This Agreement is confidential and is not intended as an invasion of privacy; rather it is intended as an affirmation that both Parties have been provided with all relevant School policies, have had an opportunity to discuss the policies, and agree to follow these policies.

_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____

Date Date

_____
Name of Authorized School Employee

_____
Signature

_____
Date

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAIN FORM

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

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

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

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

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

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

Your Name:_____ Date: _____

Date of Alleged Incident(s):

_____

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

_____

_____

List any witnesses that were present:

_____

_____

Where did the incident(s) occur?

_____

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

_____
_____
_____
_____
_____
_____
_____
_____
_____

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

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

_____ _____

Signature of Complainant Date

_____

Print Name

Received by:_____ Date:_____

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____
Date of Alleged Incident(s):_____
Name of Person(s) you have a complaint against: _____
_____

List any witnesses that were present: _____
_____

Where did the incident(s) occur? _____

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

_____
_____
_____
_____
_____
_____

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

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by School:

Received by: _____ Date: _____

Appendix 25: Evaluation Tool for Staff

Post Observation/Evaluation Summary

Spring 2025

Employee Name:

Strengths	Areas of Improvement

Overall Evaluation Quotient:

☐ **Below Professional Standards**
☐ **Beginning**
☐ **Emerging**
☐ **Applying**
☐ **Innovating**

☐ **Performance Improvement Plan**

Goal Setting for the 2024-25 School Year:

Goal:

Support:

****Please note that nothing in this document alters the at-will employment relationship between you and Escuela Popular.**

**Employee Signature:_____ Supervisor Signature _____ Date: _____

By signing this form, I am acknowledging that I have had a debriefing meeting with my supervisor. My signature does not necessarily indicate that I am in agreement with what is written herein.

Appendix 26: Proof of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2050 Main Street
Suite 1250
Irvine CA 92614

License#: 0D69293

CONTACT NAME: Arthur J. Gallagher & Co.
PHONE (A/C, No, Ext): 949-349-9800 **FAX (A/C, No):** 949-349-9900
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : Scottsdale Insurance Company	41297
INSURER C : California Charter Schools JPA	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
California Charter Schools Joint Powers Authority
Escuela Popular Accelerated Family Learning Center
149 N. White Road
San Jose CA 95127

CALICHA-03

COVERAGES **CERTIFICATE NUMBER:** 128190675 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY**	Y		CCSJPA MOC 2025-26	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Sexual Abuse*						MED EXP (Any one person)	$ 10,000
	X Educators E&O						PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	☐ OTHER:						Crime	$ 1,000,000
C	**AUTOMOBILE LIABILITY**			CCSJPA MOC 2025-26	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp & Coll ☐							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		CCSJPA MOC 2025-26 SP 4066643	7/1/2025 7/1/2025	7/1/2026 7/1/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B B C	Employment Practices(Claims-Made) Directors & Officers(Claims-Made) Fiduciary(Claims-Made)			EKS3577874 EKS3577861 CCSJPA MOC 2025-26	7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026	Each Wrongful Act/Agg Each Wrongful Act/Agg Each Wrongful Act/Agg	$5,000,000 $5,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Sexual Abuse Coverage is on Claims Made basis.
Certificate holder is included as additional insured with respects to General Liability per the attached endorsement in accordance with the terms, conditions, and exclusions of the policy, as respects: Charter Authorizer.

CERTIFICATE HOLDER

East Side Union High School District
830 N. Capitol Ave
San Jose CA 95133

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CALIFORNIA CHARTER SCHOOLS JOINT POWERS AUTHORITY

ENDORSEMENT: attaching to and forming part of Memorandum of Coverage #CCSJPA-MOC-2025-26

GENERAL LIABILITY

BLANKET ADDITIONAL COVERED PARTY ENDORSEMENT

It is hereby understood and agreed that where the **NAMED MEMBER** is required by a written contract or agreement to include a person or organization as an **ADDITIONAL COVERED PARTY** prior to an **OCCURRENCE**, such person or organization is hereby included as an **ADDITIONAL COVERED PARTY** under **SECTION I GENERAL LIABILITY** pursuant to the terms set forth therein.

Where Certificates of Coverage are requested for **ADDITIONAL COVERED PARTIES** who do not fall within the Memorandum of Coverage's GENERAL DEFINITION below, prior agreement of underwriters and subsequent endorsement of this Memorandum of Coverage are required.

GENERAL DEFINITIONS

ADDITIONAL COVERED PARTY means any person, organization, trustee, or estate to whom, or to which the **NAMED MEMBER** is obligated by virtue of a written contract or agreement which is executed prior to an **OCCURRENCE** to provide coverage as is afforded by this MOC, but only with respect to operations or services performed by, or on behalf of, the **NAMED MEMBER**. The coverage afforded to such **ADDITIONAL COVERED PARTY** shall be no broader than the coverage and limits afforded by this MOC or required by written contract or agreement, whichever is less, and is subject to all the terms, conditions and exclusions of this MOC. **ADDITIONAL COVERED PARTY** does not include a sponsoring district of a **NAMED MEMBER** unless obligated by virtue of a **NAMED MEMBER CONTRACT** or written contract or agreement to provide insurance or coverage such as is offered by this MOC, and subject to the limitations on coverage provided in such written contract or written agreement.

This endorsement is part of Memorandum of Coverage number CCSJPA MOC 2025-26

Effective Date: July 1, 2025

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses, conditions, and exclusions in the Coverage Document to which this Endorsement is attached.

Appendix 27: School Safety Plan

SAFETY PLAN

2025 -2026

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Mission, Vision and Values

Mission Statement

Our family learning center builds on students' social, linguistic, and cultural strengths with the intent to develop bilingual, biliterate, bi-cultural students fully prepared to continue on to higher education and empowered to pursue their stated goals. Our community of teachers, students, parents, and staff believe that teaching is an act of love and learning is a life-long activity.

Vision Statement

Educates to Transform Lives

Learner Outcomes

EP believes an "educated person" in the 21st century is a self-motivated, competent, lifelong learner who exhibits the following traits:

RISE by being...

Responsible citizens

- who are globally aware,
- who appreciate the civic, economic, historical and cultural perspectives of diverse peoples,
- who can function in a multicultural world,
- who are proud of their roots and personal value,
- who care for the environment.

Intellectually curious and independent learners

- who achieve academic excellence through rigorous active learning,
- who use critical thinking skills to understand and solve complex problems across disciplines,
- who are able to analyze, synthesize, and evaluate.

Sound healthy individuals

- who understand the importance of physical fitness, and the need for a lifestyle that is balanced intellectually, physically, and emotionally,
- who achieve wellbeing for themselves.

Effective bi-literate and bilingual communicators

- who can acquire information through reading and listening,
- who can write clearly and concisely,
- who can communicate ideas and thoughts in group setting and when making

presentations,

- who can use academic language effectively in Spanish and English.

EP believes that a well-developed academic program, coupled with targeted job skills training that are offered in a nurturing learning environment both inside and outside of the classroom, will help to prepare students with these skills.

Core Values

- Emotional Wellness
- Respect
- Constructivist Learning
- Love
- Collaboration
- Success
- Safe & Organized Learning Environment

Beliefs

As a family learning center, Escuela Popular's mission is to provide all students with the opportunity to engage in purposeful, stimulating, and enriched educational experiences to meet their basic needs and to go beyond them. In conjunction with Escuela Popular's TK-12th under 19 Academy, entire families are being served.

- Escuela Popular is committed to community improvement by fostering pride in learning and student leadership.

- Escuela Popular believes educated individuals raise the standard of living and quality of life of their families and the community as a whole.

- Escuela Popular challenges the whole-school community (students, families, faculty, staff, administrators and community members) to believe in their dreams and to make their dreams a reality. EP provides the tools to enable them to build on their strengths and overcome obstacles, so they may rise above the expectations the outside world has had for them and that they have had for themselves.

- Escuela Popular believes that teaching is an act of love and that life-long learning empowers all human beings.

The overall vision of Escuela Popular is to empower our community through education. EPCTC is an over 19 educational academy that, in conjunction with Escuela Popular's Transitional Kindergarten to 12th grade under 19 Academy, serves entire families. We are committed to providing meaningful learning experiences in a small school setting to ensure we are impacting the lives of every student. We are a community school with quality age-appropriate academies in a school within a school model. Our family learning center is open extended hours to accommodate the academic and non-academic needs of our students. We focus on preparing students to master the Common Core Standards, pursue higher education opportunities and/or career

opportunities.

Emergency Phone Numbers

Escuela Popular
149 N. White Rd.
San Jose, CA 95127
408-275-7191

Escuela Popular	
San Jose Fire Department	**911** (408) 794-6950
San Jose Police Dept	**911** (408) 277 - 8911
Poison Control Center	(800) 222-1222
Kaiser Hospital	(408) 972-7000
Center for Disease Control	800-CDC-INFO | (800-232-4636)
National SUICIDE Prevention Lifeline	1-800-273-TALK (8255)
Child Protective Services	(408) 299-2071 24 hours Hotline (833)722-5437
Santa Clara County Emergency Management	(408) 808-7800

Promulgation Statement

Escuela Popular is committed to the safety and security of students, faculty, staff, and visitors on our campus. In order to support that commitment, a thorough review of the schools' emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human caused disasters.

The Escuela Popular Safety Plan that follows is the official policy for Escuela Popular. We support its recommendations and commitment to our schools' resources to ongoing training, exercises, and maintenance required to keep it current. This plan is a blueprint that relies on the commitment and expertise of individuals within our school community. Furthermore, clear communication with emergency management officials and ongoing monitoring of emergency management practices and advisories is essential.

SCHOOL BOARD DATE

Introduction: Purpose, Goal and Scope

Purpose
The purpose of this School Emergency Plan is to provide a framework of policies, procedures, guidelines, and organizational structure that enables Escuela Popular and its community partners to effectively mitigate against, prepare for, respond to, and recover from all emergencies and disasters involving its campus.

This plan purposely does not address more specific responses demanded by the almost limitless variety of possible crises. Instead it provides a general framework for response, which in turn will guide more specific steps that a given situation demands, to be determined at the time of its occurrence by the School Emergency Team and emergency responders.

Goal
The goal of this plan is to ensure the safety of all members of the EP community and to preserve the well-being of the Schools and continuity of education through a rapid, coordinated, effective response to (and recovery from) emergencies and disasters.

Scope & Use
This plan is intended for use by school directors, staff, students, community and emergency responders. It is also intended to inform parents and community leaders of the school's planned actions in response to emergencies as a way of preparing families and local officials before an emergency occurs. This plan is intended for use in conjunction with the following resources:

- Escuela Popular (AFLC & CTC) Parent & Student Handbook
- Escuela Popular AFLC Current Charter Renewal
- Escuela Popular CTC Current Charter Renewal

The base plan format follows the Federal Emergency Management Agency's (FEMA) four phases of emergency management:

Mitigation/Prevention addresses what EP can do to reduce & eliminate risk to life & property.
Preparedness focuses on the process of planning for likely or worst-case scenarios.
Response is devoted to the steps EP will take during an emergency.
Recovery deals with how EP will restore the learning and teaching environment after an emergency.

The School Safety and Planning committee created this document. Members are:

Lupita Cortes, Business Manager
Lucero Arellano, Student and Family Services Director
Monica Montoya, Student and Family Engagement Specialist
Olivia Cortes, Principal
Elizabeth Barrera, Middle School Instructional Leader
Yolanda Ortiz , TK-5th Instructional Leader
Juliana Tapia, Childcare Coordinator
Jonathan Rodriguez, Office Coordinator
Elizabeth Esteva, Student Data Manager
Fernando Medina, CTC PM Instructional Leader
Esperanza Torrez, AM High School CTC & AFLC Instructional Leader
Januet Contreras, Human Resources Specialist

Consult with local law enforcement and fire agencies and EP School Site Council

Mitigation & Prevention

Overview

The overall vision of Escuela Popular is to empower our community through education. EP CTC, an over 19 educational academy that, in conjunction with Escuela Popular's Transitional Kindergarten to 12th grade under 19 Academy, serves entire families. We are committed to providing meaningful learning experiences in a small school setting to ensure we are impacting the lives of every student. We are a community school with quality age-appropriate academies in a school within a school model. Our bilingual family learning center is open extended hours to accommodate the academic and non-academic needs of our students. We focus on preparing students to master the Common Core Standards, pursue higher education opportunities and/or career opportunities.

Evaluation of Progress and Revision of Comprehensive Safety Plan

The comprehensive school safety plan shall be evaluated and amended, as needed, by the School's Safety Committee no less than once a year to ensure that the comprehensive school safety plan is properly implemented.

An updated file of all safety-related plans and material shall be readily available for inspection by the public. A copy of the Comprehensive Safety Plan is available in the EP Staff Resources Site.

Policies & Procedures

Anti-Bullying Policy

We believe that ALL students must feel safe and any allegations of bullying will be reviewed and investigated in a prompt, confidential, and thorough manner. Bullying is the act of an individual intimidating a person to make them do something. Bullying includes actions that are verbal, physical and/or anti-social such as exclusion, gossip, and non-verbal language. It can occur at school, in transit between home and school, and off campus. Any student who engages in bullying may be subject to disciplinary action, up to and including expulsion.

EP is committed to making our school a safe and caring place for all students. We will treat each other with respect, and we will refuse to tolerate bullying of any kind at our school. We use the Restorative Justice process to support students that don't make the best decisions to apologize and build up empathy. With affected students, we provide techniques to build up their self confidence and awareness of strengths and resilience. When needed parents are involved and part of the process.

Definition: Bullying happens when someone keeps hurting, frightening, threatening, or leaving someone out on purpose and repeatedly. Bullying is unfair and one-sided.

Bullying behaviors include, but are not limited to the following:

- Hurting someone physically by hitting, kicking, tripping, or pushing
- Stealing or damaging another person's belongings
- Ganging up on someone
- Teasing someone in a hurtful way
- Using forms of social media to bully or threaten someone
- Using put-downs, such as insulting someone's race, religion, or making fun of all or any gender.
- Limiting a student's access to educational tools
- Spreading rumors or untruths about someone

Students at EP will do the following things to prevent bullying:

Students at EP recognized the importance to be respected and show respect to their peers, therefore, they are willing to:
-Treat each other respectfully.
-Reframe to bully others.
-Play a positive role to prevent others from being bullied.
-Identify adults that they trust and who they can share and report bullying.
-Play a positive bystander role when someone is being bullied.

Teachers and staff at EP will do the following things to prevent bullying and help students feel safe at school:

- Model a respectful way to communicate and express feelings and emotions.
- Recognize and validate all feelings, and provide healthy ways to express them during circle reflection, active listening, and monthly assemblies.
- Incorporate monthly topics of the month that include learning opportunities for students in areas such as: Empathy, tolerance, diversity, trust, communication, respect, patience, friendship,optimism.
- Increase awareness of students when they are not making the best decision, by using encouragement messages to redirect them to healthy choices such as: I appreciate that you stop when I ask you to do so…..I think you are a great student, could you please stop doing this.
- Identify other factors that may be affecting students' wrong choices, and build a connection with parents to provide appropriate integral resources.
- Bring in assemblies that promote healthy choices and relationships, violence prevention and conflict resolution (such as Kaiser Permanente Educational Theater Program The Best Me, Peace Signs; Planned Parenthood Educational workshops for students, teacher and parents, cyberbullying awareness by SJPD, etc.
- Continue building a Jaguar Character by honoring on a monthly basis students that are reflecting our school values: Respetuosos, Inteligentes, Saludables y Bilingües.
- We make sure that students report the incident when they feel like they are being victims of bullying to a teacher and /or Student and Family Engagement team. They immediately intervene by an investigation, if bullying is in place. Successful interventions are made in collaboration with students, teachers and parents.

- A Student that is been victim need to identify a trusty adult who checks on a regular basis, Student and Family Engagement team, provides parents cell phone number to report any situation that they hear about bullying, and check with them on a regular basis.A behavioral contract is done with student that is not making the best decision, and regular communication is in place with student and parents.
- continue collaboration with SJPD to do presentations to parents and students about cyberbullying and digital safety.

Attendance

At Escuela Popular, we view each day as an essential learning opportunity. A significant part of each student's educational experience is derived from classroom participation, activities, discussion and relationships. Regular attendance is crucial for students to attain the maximum benefit from the school experience. Therefore, we expect excellent attendance from our students. Missing school regularly not only is detrimental to a child's learning, but also can create poor learning habits. Of course, if a child is sick or has a communicable illness, he or she should stay home to rest and recover.

When students are absent from school, it is important that their absences be cleared on their first day back to school. Any absence not cleared within 5 school days will be marked as unexcused. Students may be excused from school for illness or injury, bereavement, or justifiable personal reasons, including but not limited to, medical or dental appointments, funeral/memorial services, court appearances, religious holidays, or an employment conference, when the student's absence has been requested in writing by the parent/guardian and approved.. A student shall be excused when he/she is the custodial parent of a student who is ill or has a medical appointment during school hours.

If a student incurred more than 90 minutes of tardiness and/or 3 days absent without excuse, the student will be considered truant.

Behavioral Expectations

In The Classroom

Because a class consists of a large number of people working together under the direction of the teacher(s), appropriate classroom behavior is very important. If educational goals are to be met, teamwork and cooperation are essential. It is the teacher's job to establish and enforce the rules in the classroom. It is the student's responsibility to follow those rules without disruption. Disruptive and disrespectful behavior is not permitted in class: Food, drink, chewing gum,(except water)As well photography, recording video with cell phones or other devices are not permitted in class, except with teacher permission. If a student has a disagreement with a teacher, the student shall wait until after class to discuss it. oThe teacher of any class from which a student is suspended may require the suspended student to complete any

assignments and tests missed during the suspension.

Conduct

Code of Conduct

Students show pride in themselves, their culture, and their ethnicity by doing their best, and striving for excellence at all times. Our society is multicultural, and mutual respect is important for living in peace and harmony. The Escuela Popular (EP) Code of Conduct (COC) sets out clear standards of behavior for all members of the EP community, including students, parents, teachers, and staff. The COC strives to foster a school culture in which respect, responsibility, civility, academic excellence, and appreciation of cultural heritage are held paramount. The COC seeks to teach and reinforce responsibility, rather than simply to punish problem behavior. Please refer to Escuela Popular school wide behavior expectations matrix. EP practices restorative justice. within our COC (code of conduct process) When a teacher recommends a suspension of a student, the student needs to participate in a Restorative Process, in which members will decide the consequences.

COC Advisory Group

In the event that a particular student exhibits a problem behavior that has become chronic, or is otherwise very serious, and the issue must be elevated to the level of administration, a meeting of the COC Advisory Group will be held. The COC Advisory is a group composed of EP stakeholders who will examine a student's case and make recommendations to the principal regarding how best to resolve a student's unwanted behavior. Such recommendations may include, but are not limited to: tutoring, community service, teaching appropriate behavior, or even re-evaluating enrollment status. The final decision as to how to handle a student's situation rests with the principal.

Appeal Process

If a student wishes to appeal a decision recommended by the COC Advisory and made by the Student and Family Engagement team, they have the opportunity to appeal that decision to the Escuela Popular Board of Directors. If a student is interested in appealing a decision, they must notify an administrator of the decision to appeal and write a letter to the EP Board of Directors notifying the board of their desire to appeal.

Escuela Popular believes that all students have the right to be educated in a positive learning environment free from disruptions. On school grounds and at school sponsored activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program. Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards their teachers, other staff, students, and volunteers. Behavior this not aligned with our expectations includes, but is not limited to:

- Behavior that endangers staff and/or students
- Behavior that disrupts the orderly classroom or school environment
- Harassment of students or staff, including bullying, intimidation, hazing, or

initiation activity or any other verbal, written, electronic, or physical conduct that causes or threatens to cause bodily harm or emotional suffering

- Damage to or theft of property belonging to the school, staff or students
- Possession of prohibited items.
- Profane, vulgar, or abusive language
- Plagiarism or dishonesty in schoolwork or on tests
- Inappropriate dress or distracting grooming practices
- Tardiness and unexcused absence from school
- Failure to remain on school premises in accordance with school rules.

Off-Site Conduct

Only Escuela Popular students may participate in EP school sponsored events. Parents and teachers must sign all forms prior to participation. EP students are required to follow all the rules of conduct when going to and from school, on field trips, and other school-sponsored activities. EP students should take special care to be good neighbors who reflect well on our school. All students, guests, parents and other participants are expected to adhere to the Escuela Popular Code of Conduct and all local, education, and civil penal codes.

Child Abuse and Neglect Reporting

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

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

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

Child abuse and neglect reporting forms from Child Protective Services of Santa Clara County are housed in the offices of the Directors/Instructional Leaders. Staff may communicate concerns to administration and an administrator reviews reporting procedures and assists employees where needed to report the incident(s) to the proper

authorities and assists teachers in following up with the required submission in writing. These are confidential records.

Cyber Safety: (Technology and Acceptable Use Agreement)

It is understood that the school-issued device is the sole property of Escuela Popular, (EP). Students have no right or expectation of privacy regarding their use of EP property, network, files, and/or Internet access, including email or other Internet and technology resources. EP may monitor students' use of the Internet, either through direct supervision or by monitoring Internet use, usage history, and student files, to ensure compliance with this Notification. EP reserves the right to access, review, copy, and store or delete any electronic communication or files and disclose them to others as deemed necessary.

The use of the device is a privilege, not a right. This privilege may be lost if the device is not used responsibly. Students agree to relinquish their device to staff members for a random inspection.

This is the most up-to-date agreement and supersedes any other policies in this area. EP reserves the right to change this policy at its discretion. If changed, parents will be notified and provided the updated version for signature.

Personal Responsibility

Students are expected to:

- Keep school devices clean, with no attached stickers or other items that might deface or damage the finish, screen, case, keyboard or other components.
- Not remove any part of the school-supplied case from the device. Doing so will be considered willful neglect, voiding the warranty. The parent/guardian will be billed for the cost of the repair or replacement of the device.
- Immediately report all malfunctions, damage, or loss of a device to a teacher, administrator, or technology support staff member.
- Manage passwords with assistance from staff if needed.
- Use only assigned EP accounts.
- Follow all copyright and intellectual property laws.
- Use devices appropriately to assure academic integrity.
- Communicate only in ways that are kind, responsible, respectful, and lawful.
- Immediately report threatening or offensive materials to a teacher or administrator.
- Use care when using school issued devices and charging cords.

Content Filter

- EP uses an Internet content filter, provided by Progent Information Technology Consultants, that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All devices using the school network will have Internet activity filtered and monitored by the district.
- Devices not using the school network to connect to the Internet (e.g. home

networks, commercial networks, personal hotspots, etc.) are not filtered for content by Progent. Parents and/or guardians should monitor their children's Internet use at home and outside EP.

Acceptable Use

- Students will use devices for educational activities, such as performing research, developing projects, and disseminating information.
- Students will use devices during the school day only for school-related purposes.
- Students may use the device camera and/or microphone for academic purposes.
- Students will obtain permission prior to taking a photo, video or audio recording of a student, teacher, staff member, or administrator. If an individual declines such, the requesting student will respect that decision.
- Students agree not to browse websites that are inappropriate or contain inappropriate content. This includes, but is not limited to, websites that could be harmful to the device, harmful or offensive to other students, illegal, or are not academically related and/or approved by the teacher or Deans/Director.
- Students agree not to use the device to antagonize, bully, harass, or stalk people.
- Students agree not to attempt to load and use additional software on the device.

Limited Personal Use

- While students may store personal files on their issued devices, EP is not liable for this content. It is recommended that students backup any personal data placed on the device in the event of a hardware/software failure or scheduled maintenance.
- If students are permitted to take the device home, technical support will be limited or unavailable when the device is off school grounds. This includes the summer months.

Safety

- Students agree not to meet in person with someone they have met online without their parent's approval and participation.
- Students agree not to publish personal details, contact information, or a schedule or location of their activities.
- Students are responsible for the use of their individual accounts and should take all reasonable precautions to prevent others from being able to use their account.

Security

- Passwords issued to students and their parent(s)/guardian(s) are to be kept private and not disclosed to other students.

Vandalism

Vandalism is defined as any malicious attempt to harm or destroy data of another user, or that of agencies or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses, disrupting or limiting access to network resources, or using the network to make unauthorized entry to any other machine accessible via the network. Any violation may result in the loss of your network privileges, disciplinary action, and/or legal referral.

Social Media

Except when part of a school project, and with the knowledge of a school staff member, students will not use email, instant messaging or log onto chat rooms, social media or online forums during school hours.

Dangerous Students Notification

When the school becomes aware of a student who may pose a danger to the staff and other students, the information is immediately shared with Student and Family Engagement Team, Director of Schools, The Teacher, Special Education Personnel, Instructional Leaders, the Operations Manager, The Principal Office Staff and, if necessary, local law enforcement. Student and Family Engagement Team collect all the appropriate information after an investigation and prepare a plan of action including appropriate counsel and/or disciplinary procedures are prepared and implemented.

Dress Code

Escuela Popular and staff believe that appropriate dress and grooming contribute to an environment that is conducive to learning. Students should be neat and clean when coming to school. Appropriate dress allows schoolwork and activities to be done safely and efficiently without interfering with the ability of others to work safely and efficiently. Clothing is expected to be professional and appropriate for school. The administration and staff expect students to wear clothing that is suitable for the school activities in which they participate. On issues regarding appropriate dress, the decision of the Student and Family Engagement Team and (or on-site administrator) shall be final. There are three major reasons for establishing a standard of dress:

1. A concern for safety and health.
2. To ensure that clothing is professional and supports a learning culture environment.
3. To ensure that clothing is conservative and reflects common social decency. The following guidelines apply to all regular school students and activities:

Restrictions on freedom of student dress will be imposed whenever a student's appearance reflects any of the following categories:

- Is unsafe either for himself/herself or others.
- Is disruptive to school programs or the educational process.
- Is suggestive of or displays ideas related to drugs, alcohol, tobacco, violence, nudity, weapons, sexual activity, gang ideology, obscene language, lawlessness or is found to be discriminatory on the basis of a person’s actual or perceived; ethnicity, religion, sex, gender or gender identity, color, race, ancestry, national origin, physical or mental disability, age, sexual orientation or association with a person or a protected group with one or more of these actual or perceived characteristics in any of its policies, practices or procedures, programs or activities.

- Garments must be neat, clean, and in good repair.
- Clothing that has holes or is ripped may be considered inappropriate.
- Pants, shorts, and skirts must fit properly at the waist and above the hip bones. Underwear should not be visible.
- Skin tight clothing may be considered inappropriate.
- Shirts and tops must cover the entire torso, including chest, cleavage, back and midriff. Examples of inappropriate clothing include but are not limited to: Tube tops, halter-tops, backless tops, spaghetti straps, low ‘v-neck’ tops, half shirts, and muscle shirts/sheer tanks.
- Shorts, skirts, and dresses must be of an appropriate length. Appropriate length is considered at the end of 4 fingertips.
- Non-prescription dark glasses are not permitted in classrooms.
- Accessories such as studded or metal belts; wristbands, large chains, wallet chains, spiked or with bullets, and handcuffs are regarded as disruptive, intimidating and dangerous and are not permitted.
- Clothing, accessories, and jewelry identified by law enforcement officials as being gang- related or that imitate gang-style/colors are not to be worn or displayed and are strictly prohibited.
- Shoes or sandals must be worn at all times except when appropriate for the performing arts or specific school activities, and then they may be removed only for that activity.
- No pajamas and slippers are allowed.(FOR SPIRIT WEEK ONLY)
- Formal dances, athletic events and other specialized events may have different requirements for dress code in accordance to the needs of the event.
- Students may be asked to change clothing if they wear inappropriate clothing. Parents will be requested to bring appropriate clothing to the school, or the school may provide alternative, appropriate clothing. Religious head coverings are permitted.

Field Trips

EP recognizes that school-sponsored trips supplement and enrich the classroom learning experience. Students are required to follow all the rules of conduct when going to and from school, on field trips, and other school-sponsored activities. Students must have written parental permission, including pertinent medical information, in order to participate in any field trip. All chaperones and drivers going on field trips must be approved to volunteer. If the parent wishes to drive their child only, a Travel Liability Release form must be on file in the school office and is available on the Escuela Popular School website.

For the safety of the students, the following must be observed:

- No private (non-chartered) vehicle, including vans, with more than nine seats should be used (regardless of the number of passengers).
- Only G rated videos/DVDs or CDs may be played while transporting students to and from a school field trip. No electronics or video games are permissible on field trips.
- No siblings will attend school-sponsored field trips.
- State laws regarding age/weight of front seat passengers will be strictly observed.

If the parent wishes to drive their child only, a Travel Liability Release form must be on file in the school office and is available on the Escuela Popular School website. Volunteer drivers will need to have their DMV record, proof of insurance and Live Scan on file in order to be approved to drive.

Hate Crimes

Escuela Popular adheres to the procedure stated in the California Education Code: “No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid” (EDC § 220).

Hazardous Materials

All hazardous materials are stored in locked janitorial closets. EP campus has natural gas lines(please see attached map). The plumbing and electrical features are in good condition and are inspected on a regular basis. Procedures for obtaining and storing chemicals are on file with the Science Department and Custodial/Facilities Team.

Law Enforcement

EP students, parents, staff, and administration partner with local law enforcement to ensure a safe campus. While police officers have the right to enter a school campus for purposes of interviewing students,a parent will be notified of students who are minors, and when allowed, invited to be present during the interview. The school will request a warrant or subpoena when requesting student information or permission to interview students. An administrator if student permits will remain with the student during questioning or until a parent is present.

PBIS (Positive Behavior Intervention and Support)

Escuela Popular is in the beginning stages of implementation of a nation-wide, research-based behavior intervention system. Positive Behavioral Interventions and Support uses a multi-tiered system framework to provide a continuum of positive behavior

School-Wide Positive Behavior System

General Overview:

The main focus of the School-wide Positive Behavior Intervention System (PBIS) is to provide a clear system for all students' expected behaviors at Escuela Popular Bilingual Family Learning Center. While many faculty, parents, and students may have assumptions of what is expected behavior, we can not assume that everyone's beliefs are similar. Through PBIS, we will work to create and maintain a productive, safe environment in which all school community members have clear expectations and understandings of their role in the educational process.

Proactive Approach to School-Wide Discipline:

Escuela Popular has implemented a school-wide system of positive behavior support focused on taking a team-based system approach and teaching appropriate behaviors to all students in the school. Research shows that schools that have been successful in building school-wide systems develop procedures to accomplish the following:

1.- Behavioral Expectations are Defined: A small number of clearly defined behavioral expectations are defined in positive, simple, rules. See EP's R.I.S.E.ing Value's Matrix.
Jaguares are: Respetuosos, Inteligentes, Saludables y Bilingües.

2.- Behavioral Expectations are Taught: The behavioral expectations are taught to all students in the building and are taught in real contexts. Teaching appropriate behavior involves much more than simply telling students what behaviors they should perform. These tasks are approached by teachers on an everyday classroom's routine at the beginning of school day, and also at the welcome morning assembly.

This year, our AFLC will have the last Wednesday of each month Jaguar's assembly called **"Jaguar Living Our Values"**. Assemblies will be led by grade teachers in collaboration with their students. During each month teachers will teach their students relevant topics related to jaguar's values. Values are:

August:Responsibility- jaguars' character and school expectations
September: Identity- National Suicide Prevention Awarness Month
October: Health/Self-Esteem
November: Gratitude
December: Peace
January: Effort
February: Tolerance and Respect
March: Service
April: Dialogue and Equity
May: Trust- Mental Health Awareness Month
June: Happiness

These values will also be shared with parents, to get their support and promote the value at home. Information will be sent home towards the monthly parent's newsletter.

Specific behavioral examples are:

- Being respectful means raising your hand when you want to speak or get help.
- Being respectful means using a person's name when you talk to him/her.

- Being respectful means knowing and following classroom and school rules on a daily basis.
- Being respectful means to be on time.
- Being ready means to be prepared with assignments and materials.
- Being ready means to follow and respond appropriately to adult direction.

Behavioral expectations will be taught using the same teaching format applied to other curricula.
The general rule is presented, the rationale for the rule is discussed, positive examples (‘right way”) are described and rehearsed, and negative examples (“wrong way”) are described and modeled. Students are given an opportunity to practice the “right way” until they demonstrate fluent performance.

3.- Appropriate Behaviors are Acknowledged: Once appropriate behaviors have been defined and taught, they need to be acknowledged on a regular basis. Escuela Popular Bilingual Family Learning Center has designed a formal system that rewards individual and group positive behaviors. “I noticed” are immediate forms used by the individual teacher, at their discretion, as a tool of encouragement and a student motivator. Jaguar Tickets are awarded to encourage and reinforce positive behaviors demonstrated on a consistent basis. Any staff at the school can provide a student with a jaguar ticket.

4.- **Challenging Behaviors .** When students do not follow school expectations the teacher approaches the student on an individual basis providing information to him/her that their behavior was unacceptable, and explains the expected behavior and the positive consequences when the student follows the expectation. Teachers may refer students to the socio-emotional support team as needed.

This socio-emotional support has the following goals and outcomes:
- Create a positive school culture and climate with consistent and clear student expectations across classes and grade levels.
- Support individual students with a comprehensive and holistic approach
- Support students with frequent, positive reinforcement.
- Staff use frequent evaluation of behavior data from staff members to add additional support and preventative coaching for students.
- PBIS is incentivized through our EP school core values.

Procedures for Safe Arrival and Dismissal

At EP, we are committed to student safety. In addition to student well-being on campus, it is important to be safe when dropping off or picking up students. EP Students and Community are expected to observe all traffic laws. Our drop-off/pick-up plan has been created in consultation with the San Jose Police Department and outside consultants specializing in risk management. Considering the procedures necessary to keep students, staff, and volunteers safe, we strongly recommend that drivers allow extra time for dropping off and picking up.

Morning arrival procedures

1. Turn onto Gay ave and turn right into the school parking lot.
2. All drivers must use the single-file drop-off lane, whether they are dropping off or parking in the student/visitor parking
3. Please pull all the way forward to the front of the line to keep traffic flowing. This allows us to get as many cars off White Road as possible.
4. Please exit to the passenger side of the car if at all possible. Please say your goodbyes, give last minute reminders, hugs etc. prior to drop off. Efficient student exit of the vehicles will be the key to an efficient drop-off procedure.
5. At the end of the drop-off line, turn left to follow cars toward the parking lot exit. Please turn right out of the driveway and use the cul-de-sac to return to White Road.
6. Student drivers will proceed with caution and continue past the drop-off line to student parking directly behind the back of the playground area.

Afternoon Dismissal procedures

1. Please encourage your student to watch for you and to quickly and cautiously proceed to the waiting car.
2. Students are to wait on campus in our drop-off /pick-up area (on the gate next to the playground on Gay Ave. parking lot). They are not allowed to wait in any other EP campus areas.
3. No temporary or visitor parking in the staff CTC-Student parking areas. This will avoid needing to back-up in the exit route.
4. Avoid using your car's horn in the school parking lots.

General Reminders:

1. Please use the crosswalk when crossing White Road and watch for cars.
2. Students riding bikes or skateboards must walk their bike or skateboard when entering the school building and leave them in the designated areas.
3. Please be courteous to our staff who faithfully help with traffic. Respect the directions they are giving as they are looking out for student safety.
4. Please set a positive example for our students and do not use a cell phone to talk or text while driving. Your close attention to safety will keep accidents from happening.
5. Please do not drop off students out of the drop-off area. It only takes one out of compliance to invite others to do the same. The drop off line is established to ensure

student safety.

Please avoid the following:

1. Cutting in line to take an open spot or pull around other vehicles to drop off or pick up your students.
2. Getting out of the vehicle to help your student,
3. Storing student backpacks or other items needed for school inside the trunk of your car.
4. Leaving your car unattended in the drop-off/pick-up zone.
5. Parking in the fire lane segment of the parking lot.
6. Blocking access to disabled parking spaces at any time.

Student Drivers and Parking

All students must have a parking permit on file and adhere to traffic and parking guidelines.

Public Access

Should a disaster occur where it would serve the greater community to use the Escuela Popular facility as an emergency shelter or command center, the Executive Director or designee shall make school grounds, buildings, and equipment available to local law enforcement agencies, local fire agencies, and the Red Cross. The Business Manager will work with these agencies along with staff to provide access to the above mentioned resources. Should students be present during this time, the operations manager or designee will take security precautions to ensure student safety during the presence of non-central office personnel.

Sexual Harassment

Escuela Popular is committed to maintaining a school environment that is free from sexual harassment. The Board prohibits sexual harassment of any student by another student, an employee or other person, at school or at a school-sponsored activity. Any student who engages in sexual harassment of anyone at school, or at a school-sponsored or school-related activity, is in violation of this policy and shall be subject to disciplinary action.

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. Types of conduct which are prohibited at Escuela Popular, and which may constitute sexual harassment, include, but are not limited to:

- Unwelcome sexual flirtations or propositions
- Sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
- Graphic verbal comments about an individual's body or overly personal conversation

- Sexual jokes, stories, drawings, pictures or gestures
- Spreading sexual rumors
- Touching an individual's body or clothes in a sexual way
- Touching or showing private body parts
- Purposefully cornering or blocking of normal movements
- Displaying sexually-suggestive objects.

Any student who feels that he/she is being harassed should immediately contact their teacher or theOperations Manager/Director (and/or designee).

Suicide Prevention Policy

The Governing Board of the Escuela Popular Family of Schools (EP) recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, EP has developed measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Director or designee has consulted with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations, and have developed a collaborative partnership with community based organizations to provide an ongoing training to teachers to increase awareness of warning signs of suicidal thought and mental health

Prevention and Instruction
Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with EP and is characterized by caring staff and harmonious interrelationships among students. EP's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The Principal or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, EP's suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or EP and community resources that can help youth in crisis.

EP's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. The suicide prevention instructional curriculum shall be incorporated into the health education curriculum at appropriate secondary grades, may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. The suicide prevention instruction shall be designed to help students:
- Identify and analyze signs of depression and self-destructive behaviors and

understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.

- Identify alternatives to suicide and develop coping, self-esteem, and resiliency skills.
- Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.
- Identify trusted adults,EP resources, and/or community crisis intervention resources where youth, including those at high risk, such as youth bereaved by suicide; youth with disabilities, mental illness, or substance use disorders; youth experiencing homelessness or in out-of-home settings such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

EP has created a collaboration with local community-based organizations to bring workshops in regards to suicidal prevention. We also will continue developing our Crisis Response Team to create a system of internal services and referral information for prevention and or/ intervention. We have posted on our EP's web calendar the Awareness Month of Suicidal Prevention on September.

EP Crisis Response Team (CRT) Development

Suicide prevention training shall be provided to teachers, counselors, and other EP employees who interact with students at the secondary level. The training shall be offered under the direction of an EP Student and Family Engagement Lead in cooperation with one or more community mental health agencies.

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials.

EP CRT development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth.
2. Research identifying individual risk factors such as previous suicide attempt(s) or self- harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors.
3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent.
4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community.

5. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
6. EP and community resources and services, including resources and services that meet the specific needs of high-risk groups.
7. EP procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.
8. Materials approved byEP for training shall include how to identify appropriate mental health services, both at the EP campuses and within the larger community, and when and how to refer youth and their families to those services.
9. Materials approved for training may also include programs that can be completed through self-review of suitable suicide prevention materials.

Intervention

Students shall be encouraged to notify a teacher, members of the Crisis Response Team of EP or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify CRT member. Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, CRT member to the student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers for the sole purpose of referring the student for treatment. The school deans or Operations Manager/Director may also refer the student to mental health resources at EP or in the community.

EP shall ensure a school employee acts only within the authorization and scope of his/her credential or license. Nothing in this Policy shall be construed as authorizing or encouraging an EP employee to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so.

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.
When a suicide attempt or threat is reported, the Operations Manager/Director or designee shall ensure student safety by taking the following actions:
1. Immediately securing medical treatment and/or mental health services as necessary.
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.Removing other students from the immediate area as soon as possible.

4. Designating specific individuals to be promptly contacted, for example, the EP deans, other administrators, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
5. The Operations Manager/Director or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.
6. The Principal or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Director or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Director or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.
7. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident.
8. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

For any student returning to school after a mental health crisis, the Operations Manager/Director or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event a suicide occurs or is attempted on an EP campus, the Operations Manager/Director or designee shall follow the crisis intervention procedures contained in EP's safety plan. The Operations Manager/Director or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources After consultation with the Operations Manager/Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Operations Manager/Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed.EP staff may receive assistance from EP counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

The Operations Manager/Director or designee shall implement procedures to address students' and staff's grief and to minimize the risk of further suicides or crises. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the EP-designated spokesperson who shall not divulge confidential information. EP's response shall not sensationalize

suicide and shall focus on the district's postvention plan and available resources.

After any suicide, the Operations Manager or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

Student Health and Safety

Medicine Disbursement Procedures

All medication, including non-prescription, requires a signed release form from the parent and physician for school personnel to administer the medicine as prescribed in the written statement from the attending physician. Only trained personnel are authorized to disburse medication (exception: students may carry epinephrine injector or asthma inhaler with doctor’s approval).
Release forms may be obtained at the school office. For any medications needed on overnight field trips, parents are required to complete an overnight field trip medical form, signed by a physician, giving specific instructions of disbursement to students, by Escuela Popular personnel. This includes, but not limited to, any prescription medication and over the counter medications per California Ed Code 49423.

Escuela Popular are compliant with California Education Code Section 49414, as amended by Senate Bill 1266, effective January 1, 2015, which requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Faculty and staff are formally trained in CPR and identified staff members are trained in the use of epinephrine auto-injectors for treatment of allergic reactions. The emergency epinephrine auto-injectors are located in the main office.

Allergy Procedures

Food allergies can be life threatening. The risk of accidental exposure to foods can be reduced in the school setting if schools work with students, parents, and physicians to minimize risks and provide a safe educational environment for food-allergic students.

Family's Responsibility:

1. Notify the school of the child's allergies.
2. Provide emergency contact information.
3. Provide written medical documentation, instructions, and medications as directed by a physician, using the Food Allergy Action Plan as a guide.
4. Provide properly labeled medications and replace medications after use or upon expiration.

School's Responsibility:

1. Be knowledgeable about and follow applicable federal laws including ADA, IDEA, Section 504, and FERPA and any state laws that apply.

2. Review the health records submitted by parents and physicians.
3. Include food-allergic students in school activities. Students should not be excluded from school activities solely based on their food allergy.
4. Assure that all staff who interact with the student on a regular basis understand food allergies, can recognize symptoms, know what to do in an emergency, and work with other school staff to eliminate the use of food allergens in the allergic student's meals, educational tools, arts and crafts projects, or incentives.
5. Practice the Food Allergy Action Plans before an allergic reaction occurs to assure the efficiency/effectiveness of the plans. Coordinate with the office to be sure medications are appropriately stored, and be sure that an emergency kit is available that contains a physician's standing order for epinephrine. Designate school personnel who are properly trained to administer medications.
6. Discuss field trips with the family of the food-allergic child to decide appropriate strategies for managing the food allergy.
7. Take threats or harassment against an allergic child seriously.

Allergy Student's Responsibility:
1. Will not share food with others.
2. Will not eat anything with unknown ingredients or known to contain allergen.
3. Will be proactive in the care and management of their food allergies and reactions based on their developmental level.
4. Will notify an adult immediately if they eat something they believe may contain the food to which they are allergic or are having symptoms of an allergic reaction.

Food in Classrooms
Please refer to the EP Food Protocol document.

Injuries and Illnesses
It is the policy of Escuela Popular that all injuries to the face and head will be reported to the Front Office, and trained office staff and deans will write up an incident report. The staff will call home and notify the parent(s) or guardian(s) of the child. Any injury that requires medical assistance, such as, but not limited to, the child needing to go to the doctor or hospital, will be brought to the Administration and Front Office staff's attention. Receiving ice or a bandage is not considered medical assistance.

Keeping Your Child At Home for Illness
Here are some guidelines that are meant to be helpful when making the decision about sending your child to school:
- Children must be fever free for 24 hours before returning to school (fever is defined as 100° F or higher) Without medication.
- Children that have had infectious vomiting or have had diarrhea must remain home until the vomiting or diarrhea has stopped for 24 hours.
- Following illness, exposure or pending cultures, please contact office staff who will refer to our communicable disease protocol based on the Managing Infectious Diseases in Child Care and School by the American Academy of Pediatrics

Publication..

Health Screenings
California law requires vision and hearing screenings be completed for students in selected grades. Screenings are completed every third year in Kindergarten, 2nd, 5th and 8th grade. Vision and hearing screenings are completed by the credentialed School Nurse or qualified personnel authorized by the school. Screenings are also completed for special education testing Ed Code section 49452.

Contact and Emergency Information
Emergency Card: The school has a file containing current emergency care information for each student. Each parent is responsible to keep the following information current during the year and annually update:

- The name of the student, his/her home address, telephone numbers (home and cell) and birth date
- The business addresses and telephone numbers of the parent(s)/guardian(s)
- The name of the family physician and telephone number
- Hospital preference
- Special health conditions or allergies to which the student is susceptible, the emergency measures to be applied and any current medication
- The parents' approval to send the student to a medical facility for emergency treatment should this be necessary
- The names of the persons to whom the student may be released
- The signature of responsible parent(s) or legal guardian(s)
- If a student resides in two households, we must have an emergency card from both parents

Emergency Information
Parent(s)/guardian(s) will be notified immediately of serious injury or sudden illnesses that occur during school hours. For this reason, you must notify the school office when there is a change of phone number or persons to be contacted when you cannot be reached. It is understood that enrollment at Escuela Popular automatically confers upon the school the obligation to select emergency care providers in the absence or the inability to reach the parents, and that no liability would attach to such a decision in the event that the parents cannot be reached.

Change of Address, Telephone, or Cell Phone Numbers
The school must be notified immediately of any change in home address, home and work phone numbers, cell phone numbers, or email address. This will facilitate us in locating you in case of an emergency.

Drugs, Chemicals, and Tobacco

The purpose of this policy is to maintain a safe and healthy environment for students by prohibiting the use of drugs, alcohol, tobacco, toxic substances and controlled substances without a physician's prescription. It shall be a violation of this policy for any student to use or possess any type of drugs, alcohol, tobacco, tobacco-related devices, or drug paraphernalia at Escuela Popular. This prohibition extends to all facilities, whether owned, rented or leased. This prohibition includes all school property and all off-campus events sponsored by the school.

Opioid Overdose Response Plan

The California Education Code (EC) Section 494.3 authorizes school districts, county offices of education, and charter schools to provide emergency Naloxone (Narcan) or another opioid antagonist to school nurses or other trained personnel to use Naloxone (Narcan) or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from an opioid overdose. In addition, Section 49414.3 states that a school district, county office of education, or charter school may designate one or more staff to receive initial and annual refresher training, based on standards regarding the storage and emergency use of Naloxone (Narcan) or another opioid antagonist.

Escuela Popular staff will be trained and Narcan will be available in the school. Narcan packets are stored in a highly visible location in the school's main office along with the AED, EpiPen, and First Aid Supplies. (Central location is ADA accessible and provides consistent access at the school to provide clarity and reduce response time.)

Naloxone Administration Protocol

Step (1) Call 911 An overdose is a medical emergency. It is important to have trained medical professionals assess the condition of the overdose victim. Even though Naloxone can reverse the overdose, there may be other health problems of which the responder may not be aware. In addition, people who survive any type of overdose are at risk of experiencing other health complications because of the overdose. Getting someone examined by a medical professional is an important part of reducing the harms associated with overdosing.

It is important for trained staff to remember that Naloxone only works if there are opioids involved with the overdose. It cannot reverse an overdose from benzodiazepines, meth, cocaine, or alcohol.

Step (2) Administer Naloxone (Narcan)

1. Open the Naloxone blister pack; do not push the plunger.
2. With the victim's head tilted slightly back, place two (2) fingers over the top of the medication with your thumb securing it from the bottom.
3. Insert the atomizer fully and gently into their nostril
4. Push the plunger forward with the thumb and deliver spray of medication. (There is no need to plug the opposing nostril).
5. Place the person to their side (recovery position).

6. If the individual is still not responding within two (2) minutes, give a second dose in the opposite nostril.

Follow Up

- If the victim is a student, contact parent/guardian per school policy.
- Complete an Accident/Injury Report
- Facilitate a debriefing with responding staff
- Consider a plan of care for the students' safe return to school

Emergency Response: Allergic Reaction

There are many types of medical conditions that may trigger an allergic reaction, among them anaphylactic shock, diabetes and sickle cell anemia. Possible symptoms of an allergic reaction include skin irritation or itching, rash, hives, nasal itching or sneezing, localized swelling, swollen tongue, restlessness, sweating, fright, shock, shortness of breath, vomiting, cough and hoarseness.

Staff Actions:

- If there is an imminent risk, call 911.
- Send for immediate help (First Aid, CPR, medical) and medication kit (for known allergies).
- Notify the main office and the Student and Family Associate Director or the Student and Family Engagement Specialist and personnel trained to administer epi pen.
- Assist in getting "Epi" (Epinephrine) pen for individuals who carry them (usually in a backpack).
- If an insect sting, remove the stinger immediately.
- Assess the situation and help student/staff member to be comfortable.
- Move student or adult only for safety reasons

Student and Family Associate Director or the Student and Family Engagement Specialist Actions:

- If there is an imminent risk, call 911 (always call 911 if using "Epi" pen).
- Notify parent or guardian
- Administer medication, by order of a doctor, if appropriate; apply ice pack to affected area, keep victim warm or take other actions as indicated.
- Observe for respiratory difficulty.
- Attach a label to the person's clothing indicating: time & site of insect sting or food ingested, name of medicine, dosage and time administered.

Other Preventative/Supportive Actions:

- Keep an "Epi" pen in the main office and DL office.
- Annual notification will be sent to staff to notify of location of auto-injectors and how to volunteer to administer.

- Emergency health cards should be completed by parents for each child and should be easily accessible by school personnel.

Suspension / Expulsion

The school has a Suspension and Expulsion policy

It will follow for serious infractions. A copy is available upon request in the main office, but the following offenses that may result in suspension or expulsion: bullying, sexual harassment, discrimination based on race, gender, national origin, immigration status or special needs, along with others noted in the California Education Code.

School policies

Students show pride of themselves, their culture, and their ethnicity by doing their best, and striving for excellence at all times. Our society is multicultural, and mutual respect is important for living in peace and harmony. The Escuela Popular (EP) Code of Conduct (COC) sets out clear standards of behavior for all members of the EP community, including students, parents, teachers, and staff. The COC strives to foster a school culture in which respect, responsibility, civility, academic excellence, and appreciation of cultural heritage are held paramount. The COC seeks to teach and reinforce responsibility, rather than simply to punish problem behavior.

COC Advisory Group

In the event that a particular student exhibits an inappropriate behavior that has become chronic, or is very serious, and the issue must be elevated to the level of administration, a meeting of the COC Advisory Group will be held. The COC Advisory is a group composed of EP stakeholders who will examine a student's case and make recommendations to the principal/deans regarding how best to handle a student's behavior. Such recommendations may include, but are not limited to: tutoring, community service, teaching appropriate behavior, in house suspension, home suspension, or even re-evaluating enrollment status. The final decision as to how to handle a student's situation rests with the IL and Deans

Appeal Process

If a family wishes to appeal a decision recommended by the COC Advisory and made by the deans, they have the opportunity to appeal that decision to the Escuela Popular Board of Directors. If a family is interested in appealing a decision, they must

notify an administrator of the decision to appeal and write a letter to the EP Board of Directors notifying the board of their desire to appeal

In cases where the absence of immediate disciplinary action (suspension) would pose a real threat to the health and welfare of another student, the students in general or school staff, the student from class, and contact the parent/legal guardian as soon as possible. In cases such as this, where the suspension has occurred, requirements as to due process as stated below may be adhered to after the fact.

In all other cases where suspension is necessary, but no real or immediate danger to the health and welfare of another student, the students in general or school staff exists, the following procedures should occur:

Notice: This is satisfied by informing the student that she/he is going to be suspended, informing him/her of what school rule or regulation has been broken; and indicating to the student, by way of reference to the rule, that such violation is a suspendable offense.

Evidence: This is satisfied by making the student aware of what information the Operations Manager/Director (and/or designee) has which would lead the Operations Manager/Director (and/or designee) to reasonably believe that a rule has been broken and that this student is the one who is responsible.

Opportunity to Respond: This means an informal give and take between student and Operations Manager/Director (and/or designee). In other words, “Do you have anything to say?” etc., and listening to his/her side. Then, the Operations Manager/Director (and/or designee) may make a decision to suspend based on the evidence and student’s responses to the presentation of such evidence.

Parent/Legal Guardian Contact: It is always necessary to inform the parent/legal guardian of the procedures that have been followed, including a review of the steps listed above. Where possible, a parent/legal guardian might be included in these steps so that the parent/legal guardian is aware of the total situation prior to the decision to suspend. When this is not possible, a parent/legal guardian has an absolute right to be informed of the specifics of the procedure within a reasonable time thereafter.

Right to Appeal: The parent/legal guardian may appeal the decision, first to the Operations Manager/Director (and/or designee), then to the Executive Director. However, it is presumed that the executive director will uphold the decision if the established procedures have been followed and sufficient reason for suspension exists.

A Written Record: A written record of the procedures followed in the case of the suspension (including the procedures followed after the fact, in cases where immediate suspension is necessary) shall be kept in a file separate from the cumulative folder by the Operations Manager/Director.

In-School Suspension: The student is removed from the classroom and spends the hours or days of In-School Suspension in another classroom under the supervision of the administration. Students are expected to use this time to complete all assigned

work, for which they receive credit.

***Out-of-School Suspension**:* For repeat offenses and first offenses of a serious nature, students are removed from the classroom and sent home. Students must make up all academic work for which they receive full credit. Students may receive an In-School or Out-of-School Suspension for the following: aggressive physical behavior, profanity, and outward defiance of adults, inappropriate touching, or any other action deemed by the Operations Manager/Director.

***Enumerated Offenses**:* Students may be suspended or expelled for any of the following acts when it is determined the pupil at school:

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator or designee's concurrence.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties, except as provided in Education Code Section 48910, pupils enrolled in Kindergarten through grade 3.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or

witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in or attempted to engage in hazing of another.
- Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
- Made terrorist threats against school officials and/or school property.
- Committed sexual harassment.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.

The above list is not exhaustive and depending on the offense, a pupil may be suspended or expelled for serious misconduct not specified above. Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

Expulsion

Expulsion is an extreme but sometimes necessary disciplinary measure for the common good. Collaboration between the Director, Instructional Leaders and or other staff members occurs before expulsion proceedings take place. Final decision will be made by the directors.

Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel (COC- Code of Conduct) should consist of: One board member, a director, Instructional Leader, a credential teacher, and a dean.The Administrative Panel (COC) may recommend expulsion of any student found to have committed an expellable offense.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty
(30 days) school days after the COC- administrative panel determines that the student has committed an expellable offense.
In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

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

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

Presentation of Evidence

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

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

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

If the COC-Administrative Panel decides not to recommend expulsion, the student

shall immediately be returned to his/her educational program.

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

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

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

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

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

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the following a meeting with the COC-Administrative Panel,the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. COC-Administrative Panel or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

SB 419, Skinner. Pupil discipline: suspensions: willful defiance.

Existing law prohibits a pupil from being suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed a specified act, including, among other acts, disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

Existing law prohibits the suspension of a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, and recommending the expulsion of a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, for disrupting school activities or otherwise willfully defying the valid authority of those school personnel engaged in the performance of their duties.

This bill, commencing July 1, 2020, would apply those provisions to charter schools. Commencing July 1, 2020, the bill would additionally prohibit the suspension of a pupil enrolled in a school district or charter school in grades 4 and 5 for disrupting school activities or otherwise willfully defying the valid authority of those school personnel engaged in the performance of their duties. The bill, from July 1, 2020, until July 1, 2025, would prohibit the suspension of a pupil enrolled in a school district or charter school in any of grades 6 to 8, inclusive, for those acts.

Visitors and Volunteers

Volunteers: Volunteers make our community stronger and as such we strongly encourage families to volunteer. There are many ways to be involved, including volunteering in a classroom, attending field trips, or participating on a committee.

Parent Volunteers with Siblings: Volunteers may not bring siblings when volunteering or attending events during the school day (with the exception of performances held in the multipurpose room or gym). We encourage families to work together to make arrangements for childcare so that all parents have the ability to enjoy volunteer opportunities in their child's classroom.

Megan's Law Website Review

EP may screen parents and guardians of all enrolled students with the Megan's Law Website, though no information viewed on the Megan's Law Website will impact a child's admission or enrollment at anyEP school. The Board of Directors of Escuela Popular has authorized the Executive Director and the Operations Manager/Director (and/or designee) to cooperate and work with appropriate law enforcement agencies in taking any follow up steps directed by law enforcement, including but not limited to, notifying parents of any potential concerns or information law enforcement agencies request us to provide.

Required Screening of All Volunteers

A key foundation of Escuela Popular is full partnership with parents; however, in order to ensure the safety of all children, Escuela Popular requires every volunteer to complete a Volunteer Requirement and Confidentiality form, be approved and have LiveScan fingerprint and TB clearance on file. Once you are Live Scanned with Escuela Popular Family of Schools you are cleared with any campus grades TK-12. TB clearance must be renewed every four years.

Weapons

It is a felony to possess, store, or keep a weapon on school property. No student or non- student, including adults and visitors, shall possess, use or distribute a weapon when within the Escuela Popular Family of Schools locations. EP will act to enforce the student suspension and expulsion policy and to discipline or take appropriate action against any student, teacher, Operations Manager/Director, Academy employee, volunteer, or member of the public who violates this law. Any student who becomes aware of a weapon being brought to school must immediately notify a staff member and should not pick up or move the weapon.

Roles and Responsibilities

Students

School safety is a shared responsibility and as such, students are encouraged to report information to an adult when they see, hear or experience something that would jeopardize the safety of the school or anyone at the school. It is an individual student's responsibility to act in a respectful manner and to report anyone who is not acting respectfully in order to maintain a safe culture on campus.

Classified Staff

School support staff include a variety of staff members who provide specialized instructional support as well as support to students while they utilize school facilities. They play an important role in ensuring students are learning in a safe and supportive learning environment. They can foster positive, trusting relationships with students and improve school climate by encouraging parent and family involvement in education. Because students connect with school support staff on many occasions throughout the school day, support staff can model positive behavior and send positive messages to students. They should be familiar with their school site specific roles in making sure all necessary information is on hand to account for and deal with issues such as student medication management, attendance / student release information, site utilities and facility awareness.

Teachers

Teachers represent faculty and staff who are responsible for using a variety of instructional strategies to address individual students' strengths and needs, thereby ensuring each student has an opportunity to learn and succeed.

As teachers interact with their students while providing instruction, they play a very important role in establishing a safe, supportive learning environment. Positive teacher–student relationships can have long-lasting effects on the social, emotional, and academic development of youth. Teachers can improve the school's environment by actively seeking to prevent physical violence, bullying, and emotional abuse in their classrooms and throughout the school by building relationships with students and staff.

Administration

The Escuela Popular Leadership Team recognizes the potential they have to create a school environment where teachers thrive and students achieve their greatest potential in a safe and nurturing school setting. As instructional leaders, Operation Manager, Directors maintain a constant presence in the school and in classrooms, listening to and observing what is taking place, assessing needs, and getting to know teachers and students. Instructional Leaders set high expectations and standards for the academic, social, emotional, and physical development of all students. They bring together a wide range of stakeholders within the school community, take into account the aspirations, and work to create a vision that reflects the full range and value of a school's mission. Instructional Leaders encourage the development of the whole child by supporting the physical and mental health of children, as well as their social and emotional well-being, which is reinforced by a sense of safety and self-confidence. High quality early childhood education and learning experiences are crucial to an elementary level Operations Manager/Director's shared vision to shape the school culture and instructional leadership. School leaders must mobilize the staff, students, parents, and community around the mission and shared values, as well as school improvement goals and set the parameters of high expectations for the school. Effective practice requires:

- Building consensus on a vision that reflects the core values of the school community to support student safety and well-being.
- Valuing and using diversity to enhance the learning of the entire school community.
- Broadening the framework for child development beyond academics.
- Developing a learning culture that is adaptive, collaborative, innovative, and supportive by taking into account the contributions of every member of the school staff.

Emergency & Crisis Planning

Before planning begins for future updates to this plan, Escuela Popular will pre-coordinate responsibilities between Escuela Popular and Escuela Popular Family of Schools (EP) to set a realistic timetable to prepare, collect essential information, develop the plan and involve essential personnel.

Action steps for successful planning.

- Commit to emergency preparedness (plan success depends on committed and involved leaders).
- Identify and involve stakeholders (schools,EP, community).
- Consider existing efforts (don't reinvent the wheel).
- Determine what emergencies the plan will address (through hazard analysis).
- Define roles and responsibilities.
- Develop methods for communicating with the staff, students, families, and the media.
- Obtain necessary equipment and supplies.
- Prepare for immediate response (evacuation, lockdown, shelter-in-place, etc.).
- Create maps and facilities information.
- Develop accountability and student release procedures.
- Practice, practice, practice. Each school's response will only be as good as its drills.
- Address liability issues by carefully assessing the hazards faced by each school site.
- Evaluate, refine, and update the plan at least annually and more often if needed.

Partnership Agreements (identify and involve stakeholders)

- External partnership agreements are made to delineate how partners will assist each school during an emergency and vice-versa.
- Local Fire Department (which includes EMS and HAZMAT)
- Law Enforcement

Leadership, Teams and the ICS

Incident Command System
Escuela Popular will pursue the Incident Command System (ICS), a nationally recognized organizational structure that provides for role assignment and decision-making while planning for and responding to emergencies of all types. Implementing ICS will allow for all school personnel to know their area of responsibility during an emergency and to plan and practice the management of their specific role.

Local emergency responders have also adopted ICS as their organizational structure when planning for and responding to emergencies. Escuela Popular and local emergency responders, therefore, are poised to jointly plan for and respond to school emergencies in the most effective and coordinated way possible. The Operations Manager/Directors will be the link between Escuela Popular and local emergency responders throughout all four phases of emergency management.

NOTE: *The Operations Manager/Director or his/her designee is the Incident Commander (IC) for school emergencies until public safety officials assume that role. The IC role officially passes to the fire chief during fire/HAZMAT incidents and to the law enforcement commander following a criminal act, after the Operations Manager/Director briefs the public safety official on the situation and notifies the SET of the transfer. To facilitate a smooth transfer, it is critical that Escuela Popular always involve local first responders in the school's emergency management plan development and training. Although a public safety official may have assumed the IC role, the Operations Manager/Director is still the leader of his/her own staff/students and the various functions that they've been assigned.*
During emergencies where a single Incident Commander is not appropriate, the Operations Manager/Director and public safety officials form what is called a "Unified Command," where the Operations Manager/Director and public safety officials share in the decision making process.

Leadership (Chain of Command)
The school Operations Manager/Director is initially responsible for leading the response to all school related emergency crises until local first responders arrive for events they are more qualified to lead, or until he/she delegates his/her leadership role to other school staff. In his/her absence, the following staff, in the order that they appear, will automatically assume leadership of an emergency response:

Escuela Popular
Executive Director - Patricia Reguerin
Lupita Cortes, Business Manager
Lucero Arellano, Student and Family Services Lead
Olivia Cortes, Principal
Instructional Leaders

Note: Wherever "principal" appears in this plan, it refers to either the Operations Manager/Director or a designated administrator in the leadership chain of command.

SET (School Emergency Team)
The School Emergency Team (SET) is made up of individuals within the school staff and was created to assist the Operations Manager/Director in planning for and responding to school emergencies. There may be instances when time-sensitive decisions have to be made quickly by the Operations Manager/Director, thus bypassing involvement of the SET.

School Emergency Team – Roles
Student Accounting Leader: Ensures all teachers have accurate accounting of students; coordinates efforts in accounting for missing or extra students. Ensures all classrooms have a classroom Emergency Backpack that includes a student roster. Reports student status to the Operations Manager/Director. Oversees student release procedures.
Off-Site Evacuation Coordinator: Plans use of a location and evacuation routes to safely move students. Organizes off-site location to include: planning the movement of students to the location; assisting with student accounting once they are moved; planning for special needs students/staff. Coordinates with the Parent Reunion Organizer to manage parent arrivals.
Parent Reunion Organizer and Liaison: Provides specific directions to parents as they arrive in the area. Establishes a pre-identified location where parents can wait to be reunited with their children and obtain information about the event. Coordinates activities at the Reunion Site. Coordinates with Media Rep for information that can be released to parents. Also coordinates with evacuation and student accounting to facilitate students coming to the Reunion Site.
Information and Media Representative: Establishes the media staging area. Serves as sole contact person for all media. Drafts parent letter that is sent explaining the incident. Ensures the media doesn't gain access to students or faculty during the incident. Keeps staff informed about the incident. Discusses messages to be conveyed with school administrators in advance. Coordinates messages with emergency responders prior to the release of public information. Director may assume this role.
Operations Manager/Front Office Staff: Maintains first aid kits in common areas of the school. Trains and maintains an inventory of staff on CPR and first aid and coordinates their effort during an emergency. Serves as triage officer during mass casualty events until EMS arrives. Serves as liaison with local EMS, hospitals, public health, and the healthcare community. Promotes infection control practices before, during, and after an outbreak of disease. Assists epidemiologists during an investigation of a naturally

occurring disease outbreak or a bioterrorism incident.
Facility Operations & Maintenance: Operations Manager works with the School Emergency Team using blueprints of the school to identify specific sections of the building. Custodial staff members, wearing fluorescent vests, work with law enforcement to keep incoming and outgoing travel lanes clear for emergency vehicles and to prevent unauthorized people from entering school grounds.
Deans: Plan and implement proactive counseling and violence prevention programs. Organizes a post-event counseling program to help students, parents, faculty, and community recover from an incident. Schedules support meetings, coordinate recovery activities and organize other grief management resources. Coordinates professional community services, when required.
Teachers with students in class: Provide supervision of students in their care and remain with students during emergencies until directed otherwise. Ensure safety of students; direct students according to response procedures; render first aid when needed; manage student communication via cell phones per school policy; report missing/injured or extra students to the Student Accounting Leader.
Teachers & staff not assigned to a class: when an emergency occurs. Report to the Instructional Leader or designee if not previously assigned an emergency role.

Emergency Supplies & Equipment

Emergency supplies and equipment are pre-positioned throughout the school for easy access when needed. Teacher backpack supplies and supplies located in the health office are readily available. Crisis Response Box and Shelter-in-Place supplies are goals for future implementation.

Crisis Response Box (Administration):

Supply	Date
Map of campus/ surrounding areas 20 copies, laminated ● Streets ● Intersections ● Vacant lots ● Major utility locations	
Campus layout	
Teacher/employee roster	
Keys - master clearly tagged in locked fire department knox box at front of the school	
Fire alarm turn-off procedures	
Sprinkler system turn-off procedures	
Student photos	
Map of evacuation site	
Forms for student release to parents	
Student emergency cards to be obtained from office	
List of students with special needs that might require assistance during evacuation	
First aid supply locations	
Fluorescent vests	

Teacher Emergency Backpack Supplies:

Supply	Date
Duct Tape	
3 Student accountability cards - Red, Yellow, Green	
Student Absence card - green	
Clipboard	
Band-aids	
Gauze pads	
Bottled water	
Cold pack	
Flashlight/batteries	
Latex free gloves	
Scissors	
Sharpie	
Sticky note pad	
Whistle	

Shelter-in-Place Supplies - Classroom:

Supply	Date
First Aid Supplies	
Lighting	
Food	
Water	
Emergency Blankets	
Bucket or Restroom Kit	
Plastic bags	
Duct Tape	
Classroom Emergency Backpacks	
Tools	

General Response to Emergencies

Initial Response
Crisis is unexpected, often unpredictable and takes many forms. No school and community can be fully prepared for everything that may happen, but some simple measures are helpful in any emergency:

- Think of everyone's safety first;
- Use common sense and follow emergency training procedures;
- Act quickly and calmly; and
- Remain factual and unemotional when communicating with students, the community, and media.

Action Steps
When the School Emergency Team is not immediately available, supervising adults must take quick, responsible and independent actions in response to an emergent situation. Here are points to remember for individual staff and for the SET when called upon to implement the Emergency Management Plan.

- **Expect to be surprised**
- **Assess the situation and choose the appropriate response.** Determine whether a crisis exists and if so, the type of crisis, the location, and the magnitude. After basic protective steps are in place, more information can be gathered to adjust later responses.
- **Respond within seconds**
- **Call 911**. Do not delay. It's best to have emergency responders on scene even if the incident has been resolved by the time they arrive, than to risk further injury and damage.
- **Notify the School Emergency Team (SET).** Notify the SET so they can take measures to protect the safety of all persons involved.
- **Evacuate or lock down the school as appropriate.** This step is crucial and should be one of the first decisions made, regardless of the order in which initial decisions are implemented.
- **Triage injuries and provide emergency first aid to those who need it**. Those seriously injured will be treated by EMS.
- **Keep supplies nearby and organized at all times**. Take Classroom Emergency Backpack, first aid kits, and other supplies when responding to an incident or evacuating to the Emergency Assembly Area (EAA) and/or a relocation point.
- **Trust leadership.** Trust the School Emergency Team and external emergency responders who have been trained to deal with emergencies. Trust will help calm the situation and minimize the chaos. In certain situations, yield leadership to others in this plan's designated command structure.
- **Communicate accurate and appropriate information**. Use channels identified in this plan to communicate regularly with the all staff, parents, the community, and the media. At a minimum, families need to know that a crisis has occurred and that all possible

Steps are being taken to see to the safety of their children. At some point, families need to know when/where students will be released.

- **Activate student release/parent reunion system.** Goal: Earliest possible safe release of students.
- **Allow for flexibility in implementing this plan.** No plan can address every situation that may arise.
- **Document everything.** Write down every action taken during the response to include times they occurred; include record of damages & financial expenditures. These are legal documents.

V. EVACUATION PROCEDURES

Alarm: When the Fire Alarm sounds, act immediately to ensure your safety. The Fire Alarm System is designed and engineered to provide you with an early warning to allow you to safely exit the building during an emergency situation. You are to evacuate at the sound of the alarm although as you evacuate, please be aware of your surroundings. Please note that while you are evacuating, there are assigned personnel that are responsible for the overall safety and evacuation of the campus; they are called "Sweepers". Sweepers will be wearing a safety neon yellow vest. Please listen to their instructions and seek their assistance when needed.

Sweepers: They are responsible to ensure everyone has evacuated. Once all rooms are cleared, sweepers will immediately report to the assigned Evacuation Area(s) and check for teachers holding up "red" or "green" signs. For any red signs being held up and only if it is safe, sweepers will return to areas to locate missing students. Sweepers may radio other sweepers to locate missing students/staff. If unsafe, sweepers will not return to buildings to locate missing students and will remain in the Evacuation Area and await for emergency services. You will be provided a memo with names of assigned sweepers.

Teachers: Evacuate yourself and your students to the assigned evacuation area.

Childcare Support: Staff and students may be responsible to assist in the evacuation of children to the designated evacuation areas. Students and staff will be informed in advance of their assigned role, and students will be provided safety vests to be used during evacuation. If an evacuation occurs during break, students should go directly to the nearest evacuation area, and teachers and staff should assist with the evacuation of children in Childcare Academy.

Evacuation Areas #1, #2, #3 and #4: All students, staff, and guests will come together at designated evacuation areas. Below are the evacuation areas and the classroom/offices assigned to report to those areas. At the evacuation area, teachers will hold up green/red laminated signs to inform sweepers of students accounted for. All other staff will also report to the "sweepers." If anyone is unaccounted for, the sweepers will return to their assigned areas and search for missing students or staff.

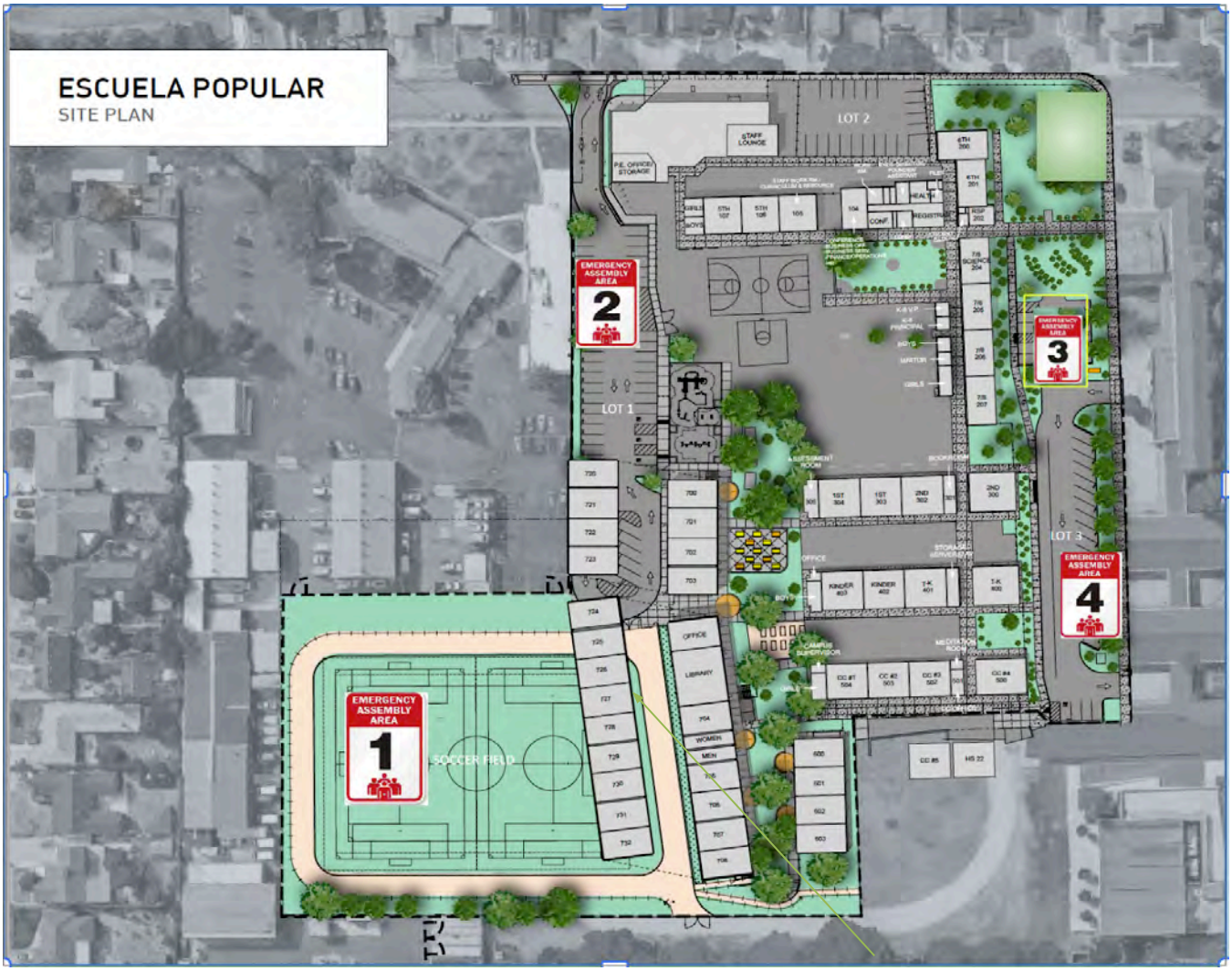
Evacuation Area #1* Located on soccer field - Building 600 and Building 700. *Exit through the nearest stairs and exit to soccer field*
Evacuation Area #2* Located in west parking lot (south of large gate where fire truck will enter) - Building 100 & Cafeteria (including room 0). *Exit through playground gate*
Evacuation Area #3* Packing lot next to main entrance - 200 Building (classrooms, offices, bathrooms)

- 300 Building and room 401 (Childcare classrooms)
Evacuation Area #4*   Located in east parking lot (on White Road):   - Building 400 and Building 500

VI. Map of Evacuation Areas

Evacuation Area #2
Located in west parking lot, next to ARUSD

Evacuation Area #3 --
Located next to the Main entrance on N. White Road



Evacuation Area #1
Located on the soccer field

Evacuation Area #4
Located in east parking lot, next to the Youth Center on N. White Rd.

Simplified Emergency Commands

Escuela Popular has established the following commands when responding to an emergency or conducting drills:

Drill	Sound	Message
Evacuate	**Fire Alarm**	***Evacuate* the Building**
Lockdown	**Loudspeaker**	***Clear the Halls and Lockdown* the School**
Shelter in Place	**Loudspeaker**	***Clear the Halls and Shelter-in Place***
Hide, Run, & Defend		***Barricades/lock doors***
Earthquake	**Earthquake alarm and loudspeaker**	***Duck, cover and hold***

Other considerations

School Emergency Team (SET)

- Members must be in place and comfortable with their respective roles well before an emergency.
- Members must watch for alarming changes in a student's behavior or recognize community events or incidents that could affect the school and report them to the Operations Manager/Director.
- When activated, the SET will convene at the Primary Incident Command Post for all emergencies unless directed otherwise.
- Items to think about when responding to an incident: type of response; crowd control; wrecker service to remove cars blocking entries/exits; type of student/staff support needed; notification of students, staff, parents, district office, community members, and the media; level of parent involvement and type of community information meetings to be scheduled; staff and substitute teacher coverage needed; involvement of response team; time/place for follow-up progress meeting(s) and need for victim assistance services; assess and debrief emergency response.
- SET debriefing will occur within 36 hours after the incident response is concluded.

Teachers and staff

- First Priority: The safety and accountability of all students. Implement

procedures to account for and protect them.

- Stay with assigned students throughout an emergency, unless otherwise assigned or until released by the Incident Commander or until every student has been officially released;
- Remain calm and matter of fact. Students will respond to how you act and react to a situation.
- When possible, assist other teachers and staff that are responding to an emergency, even if it's only to call for help; don't, however, compromise the safety of students or become a victim in the process.
- Regularly report the status of students to the Student Accounting Leader, especially if there are injuries or students needing assistance.

Evacuation

(((FIRE ALARM)))

Followed by if needed:

"YOUR ATTENTION, PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF THE BUILDING. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE EMERGENCY ASSEMBLY AREA. TEACHERS TAKE YOUR CLASS ROSTER AND TAKE A HEADCOUNT AT THE EVACUATION AREA."

General Concept

Evacuation is used when conditions outside are safer than inside. Once the Operations Manager/Director directs an evacuation, by sounding an alarm and announcing "Clear the Halls and Evacuate the Building" all students and staff move from the school to the outdoor Emergency Assembly Area (EAA) to the northwest parking lot. After students and staff are accounted for and the threat has cleared, students and staff return to their classrooms after "All Clear" has been announced by the incident commander or a member of the SET.

If an incident is expected to be prolonged or if conditions are not suitable for remaining at the outdoor EAA, students will walk to the relocation site at the outdoor field. After arriving at the relocation site, students and staff are sheltered and accounted for a second time. Once the students and staff arrive at the relocation site, staff will notify parents and guardians of the event and establish and operate a student/parent reunification point at the relocation site.

Action Steps – Evacuation):

- After calling 911, the IC consults with the SET. He/she indicates whether primary or alternate evacuation routes will be used.
- IC assigns SET members to: coordinate activities at the staging area and to retrieve the Administrator's Crisis Response Box for transport to the evacuation site.
- IC directs all personnel to "Evacuate the Building." Directs remaining SET members to quickly "sweep" the building, checking bathrooms, locker rooms, and other areas in addition to classrooms, and to secure entrances outside the building until police/fire arrive.
- IC directs the Student Accounting Leader to account for all students and staff throughout the evacuation.
- IC informs the Director of the pending evacuation.
- Information and Media Representative contacts the media with a predetermined message that has been coordinated with emergency responders and the Director's office.
- IC remains on site with the Police and Fire personnel and selected SET members, if needed, to coordinate with emergency personnel when they arrive.

Teachers, students and staff:

- Close, but do not lock windows and doors.
- In an orderly fashion, students and staff take the closest and safest way out as posted
- Direct students away from areas where emergency service vehicles enter the school complex.
- If an evacuation is called because of a chemical spill, wind direction and location of the spill will dictate the exits and alternate EAAs used for evacuation.
- Take the Classroom Emergency Backpack which includes the class roster for student accounting.
- Arrange special assistance for those in need.
- Do not stop for student/staff belongings.
- Go to the designated EAA.
- Once at the EAA, teachers maintain control of their class
  - Check for injuries
  - Take attendance
    - **GREEN** sign: All students on roster are present.
    - **YELLOW** sign: Some students from the roster are not present (absent or unaccounted for). Fill out an Attendance Card.
    - **RED** sign: Medical Need
  - Report any missing students or staff and report any missing or extra students to the Student Accounting Leader on site. This information is passed on to theOperations Manager/Director and then on to police and fire personnel.
- If the Student Accounting Leader is not at the EAA, use cell phones to maintain effective communication, except during a bomb threat when such devices could detonate an explosive. In those cases, use a pre-planned runner system.
- Wait for further instructions.

Evacuation Locations:

- On-site (outside the building): EP northwest parking lot/outside field
- Off-site (Primary relocation site): PARKING LOT Corner lot of Alum Rock and White

Lockdown

(((LOUDSPEAKER)))

Followed by:

"YOUR ATTENTION, PLEASE. WE ARE EXPERIENCING AN EMERGENCY SITUATION AND NEED TO LOCKDOWN THE SCHOOL IMMEDIATELY. TEACHERS LOCK YOUR DOORS AND KEEP STUDENTS INSIDE UNTIL FURTHER NOTICE: STUDENTS OR STAFF ARE TO RETURN TO THE NEAREST CLASSROOM OR OFFICE. IGNORE ALL ALARMS AND BELLS UNLESS ADVISED OTHERWISE."

General Concept

Lockdowns are used when an emergency occurs outside of the school and an evacuation would be dangerous or when there is an emergency inside and movement within the school will put students in jeopardy.

When the order for a "Lockdown" is given, – Go to the closest room supervised by an adult. Close the door (lock if possible). Students and staff remain away from doors and windows. Turn off lights/shut curtains/blinds (if available). Only use classroom phones for emergencies. Designated staff secure outside doors. Students outdoors move in or away from the building.

Action Steps – Lockdown

Incident Commander (IC) and School Emergency Team (SET):

- The Operations Manager/Director that observes a critical incident or receives a report about a critical incident can order a partial or full lockdown.
- If possible, the SET reports to the Incident Command Post prior to or immediately after a lockdown announcement to plan next steps in handling the incident.
- When ordering a lockdown, a message will be announced on the loudspeaker and will be repeated as needed:

When lockdown is sounded and announced:

- The Operations Manager/Director or any other member of the SET calls 911, fully explains what is known to police; all bells are held from being sounded.
- The Operations Manager/Director is assigned to the dangerous situation or area to ensure students, faculty, and staff do not enter the area.
- Unassigned teachers and staff ensure students in hallways, bathrooms, and other common areas are placed in the closest occupied classroom immediately.
- All faculty and staff must lock all interior and exterior doors; A custodian or the teacher/staff member with an office or room nearest each exterior door, will lock the

door and remain nearby to allow entry by law enforcement officers, if needed. Remaining faculty and staff will seek shelter in a locked room.

- During a gun incident outside, instruct students to "Drop to the Ground" or "Run into the Building Quickly." Teachers will quickly escort students to an area away from the perpetrator in an occupied classroom.
- During an incident involving a hostage or weapons, staff should direct students to move to an alternate secure area away from perpetrator(s)
- All school personnel must remain quiet in a secured area of the building, on the floor, away from windows and doors, and with all lights turned off and shades drawn (if available).

Teacher with students:

- Do not allow any students to leave the room.
- Take custody of any students in your immediate hallway or common area.
- Close and lock your door. Make sure your phone ringer is on but do not use the phone to call out. Lines must be kept open, unless there is an emergency situation in the classroom.
- Use caution and discretion in allowing students entry into the classroom.
- Assemble students in the safest area of your room…on the floor, out of sight, away from windows and doors, with all lights turned off and shades drawn.
- Advise students that there is some type of emergency but you don't know what it is.
- Once the room is locked, take attendance. Prepare a list of missing students and extra students in the room.
- Keep the attendance sheet with you and be prepared to provide it to a member of the SET when directed by a member of the SET.
- **DO NOT ANSWER YOUR DOOR FOR ANYONE – THE EMERGENCY IS ONGOING!!**
- If you are not in your room, stay where you are. DO NOT ATTEMPT TO RETURN TO YOUR ROOM. If you are caught outside, take your students to the Emergency Assembly Area and call for help if it is safe to do so.
- **Ignore any bells or fire alarms** – the school will not be evacuated using this method.
- Stay in the room and wait for further instructions from a member of the SET or a police officer, and prepare for a possible building evacuation.
- Remain calm and matter of fact. Be aware of the emotional response some students may have; be prepared if frightened students vomit or faint. Keep Classroom Emergency Backpack & cleaning supplies nearby.
- If or when students are moved out of the classroom, assist them in moving quietly and quickly.

- When “All Clear” is announced by the incident commander or a SET member, return to normal activity.

Shelter-in-Place

((((LOUDSPEAKER))))

Followed by:

“YOUR ATTENTION, PLEASE. WE ARE EXPERIENCING AN URGENT SITUATION AND NEED TO SECURE THE SCHOOL IMMEDIATELY. TEACHERS LOCK YOUR DOORS AND KEEP STUDENTS INSIDE TO “SHELTER-IN-PLACE” UNTIL FURTHER NOTICE: STUDENTS OR STAFF ARE TO RETURN TO THE NEAREST CLASSROOM OR OFFICE. IGNORE ALL ALARMS AND BELLS UNLESS ADVISED OTHERWISE.”

General Concept

Shelter-in-place (SIP) will be used for external events or a developing situation in the nearby area. It is used when there is no time to evacuate or when it may be harmful to leave the building. Students and staff are held in the building and windows and doors are locked. All students and staff that are outdoors or in common areas must enter a classroom or office to shelter-in-place.

Action Steps: Shelter-in-Place

Incident Commander (IC) and School Emergency Team (SET):

- Use the loudspeaker to notify the campus to shelter-in-place. A reverse evacuation will also be called for students and staff that are outside.
- Directs that all windows be closed and all doors be locked.
- Calls 911 and notifies the police, fire and HAZMAT team.
- Assembles the SET before or immediately after the announcement to plan next steps.
- Monitors the situation with all communication devices available. This may require turning on radio/TV for further information.

Teacher with students:

- Take the closest and safest route to shelter in shelter-in-place areas (classrooms and offices).
- Assist those needing special assistance.
- Close and lock all windows and doors (that can be opened) in designated shelter-in- place areas.
- Take attendance: be prepared to report missing and extra students.

- Do not allow anyone to leave the shelter-in-place area.
- Stay away from all doors and windows.
- Remain calm and in charge of students
- Engage students in quiet activities.
- Monitor students for signs of anxiety and stress.
- Wait for further instructions.

Following SIP activation, members of the School Emergency Team (SET):

- Prepare communications for parents explaining what occurred and how it was resolved.
- Debrief with staff.

In planning for SIP, members of the SET:

- Inform parents about the school's procedures for using SIP.
- Plan for the availability of first aid supplies and critical medications.
- Work out details for restroom needs.

For chemical incidents that occur inside the building:

- The Operations Manager/Director assembles the SET, assigns chemical containment tasks, and calls 911.
- An evacuation is more likely with this scenario.

When “All Clear” is announced by the incident commander or a SET member, return to normal activity

THREAT

(THREAT alerts supersede set protocol for FIRE and EARTHQUAKE protocols. Use your best judgment.)

Run, Hide, Defend:
Surviving an "Active Shooter, Persona Armada"

An Active Shooter is a subject or subjects actively engaged in killing or attempting to kill people in a confined and populated area; Active Shooters primarily use firearms and there is no pattern or method to their selection of victims.

Communication: "Active Shooter, Persona Armada" to everyone via texts, emails, radio, PA

RUN = Evacuate

- Decide if you can escape safely
- If safe, necessary and possible, jump out the window
- If it is safe, run as fast as you can away from the direction of the gunshots
- Get away from the threat and identify a safe place as listed below:
  - North location - Subway Parking Lot on White Road
  - South location - James Lick Parking Lot
  - West location - Elementary School Parking Lot on Gay Avenue

- DO NOT stop running until you are far away in a safe place
- All students who escape should meet at one of the safe places
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering the area, but not at the risk of your own safety
- When fleeing from danger, keep buildings, cars or other objects between you and the threat
- Do not attempt to move wounded people
- Call 911 when safe

HIDE = Lockdown

- Close and lock all doors.
- Turn OFF the lights.
- Turn off or put on “vibrate” all cell phones.
- Move students away from windows/doors.
- Build door barricades at ALL entrances into the classroom.
- Make sure the door barricades are high and cover the entire doorway if possible.
- Build an interior barricade.
- Have students crouch down behind barricades and remain quiet.
- Everyone must stay behind and below the interior barricade.
- Close the shades or cover all the windows.
- Keep quiet and avoid making unnecessary noises.
- If you have a seriously injured person in the classroom, please attend with first aid kit
- **IMPORTANT –** Everyone must stay **inside** until officers arrive and knock on door
  - Remain calm and follow officers’ instructions
  - Put down any items in your hands (i.e., bags, jackets)
  - Immediately raise hands and spread fingers
  - Keep hands visible at all times
  - Avoid making quick movements toward officers such as trying to hold on to them for safety
  - Avoid pointing, screaming, and/or yelling
  - Do not stop to ask officers for help or direction when evacuating; just proceed in the direction officers are indicating

DEFEND = Fight for your Life

- This is a last resort
- Commit to your actions!
- Act as aggressively as possible
- Improvised weapons
- Attack in a group (middle school students and older only)
- Yell and make loud noises to disorient the shooter

- If possible, grab the shooter's limbs and head, take them to the ground and hold them there

Shelter in Place:
Shelter in place is in response to situations nearby that may be a threat to the safety of staff and students. Business as usual, except that it will be conducted indoors and in a controlled environment. All outside activities should cease and students/staff should move into the building.
***It is possible that a shelter in place will be raised to Active Shooter level.**
Communication: "shelter in place, refugiarse" to everyone via texts, emails, radio, PA

1. Get everyone inside a classroom/office immediately.
2. Close and lock ALL entrances into the classroom or building where staff and students are located.
3. Close windows. (no barricades)
4. Remain inside; engage in normal indoor activities.
5. If an **Environmental Hazard** shelter is in place, leave doors unlocked for persons outside seeking shelter. Turn off air/heating elements.

IMPORTANT – Everyone must stay **inside** until the "all clear" is sounded by an administrator via a communication system.

Other Universal Emergency Procedures

(For use when conditions inside are safer than outside.)

When an announcement is made:
- Move students and staff inside as quickly as possible.
- Assist those needing special assistance.
- Report to the classroom.
- Check for injuries.
- Take attendance; report missing and extra students according to Student Accounting and Release procedures.
- Wait for further instructions.

Action Steps
When the School Emergency Team is not immediately available, supervising adults must take quick, responsible and independent actions in response to an emergent situation. Here are points to remember for individual staff and for the SET when called upon to implement the Emergency Management Plan.
- **Expect to be surprised**
- **Assess the situation and choose the appropriate response.** Determine whether a crisis exists and if so, the type of crisis, the location, and the magnitude.

After basic protective steps are in place, more information can be gathered to adjust later responses.

Drop, Cover and Hold

(For use in earthquake or other imminent danger to building or immediate surroundings)

When the command "Drop" is made:

- Drop – to the floor, take cover under a nearby desk or table and face away from the windows.
- Cover – your eyes by leaning your face against your arms.
- Hold – on to the table or desk legs, and maintain the present location/position.
- Assist those needing special assistance.
- Wait for further instructions.

Student Restraint

There may be times when it is appropriate for school staff to use pre-established student restraint procedures when a student perpetrates a violent incident and school staff members want to prevent the student from further injuring themselves and others. The Student and Family Services Director, Student and Family Engagement Specialists, and other trained staff members will be asked to respond to situations involving conflict and physical aggression.

Response for Off-site Activities

General Concept

Off-site school activities take on many different forms and include, but are not limited to: field trips; athletics; performing arts; social service; recreation; club events; out-of-state and international school trips; etc. Specific action steps must be followed for all events. The faculty person-in-charge of the group attending the activity is expected to add action steps to enhance the safety and security of students and staff, depending on the conditions of the trip. Overnight and out-of-state events, for instance, are obvious examples where additional measures must be taken. The minimum required action steps for off-site school-sponsored activities are as follows:

Action Steps

- School staff will always be present for any off-site school-sponsored activity.
- One full-time faculty will always accompany, and be designated as, the faculty person-in- charge of the group attending the activity.
- The faculty-person-in-charge will coordinate and schedule all off-site school activities and will submit a written trip plan to the front office for approval at least 4 weeks in advance. The trip plan will also serve as a request for transportation. Once approved, the faculty person-in-charge will update the school office of any changes to the plan prior to departure. Elements of the written trip plan include:
  - Name of the faculty person-in-charge.
  - Name and location of the activity.
  - Itinerary to include time of departure, estimated time of arrival, and estimated time of return.
  - Total number of travelers broken down by: students, staff, and others (specify).
  - Mode of transportation and number of vehicles (bus, personal vehicle(s), etc.)
  - Phone number where the person-in-charge can be reached throughout the trip.
  - Name of bus company, route, and en-route stop information.
- The faculty-person-in-charge will contact the Operations Manager/Director during or immediately after the trip about any issues or incidents that occurred during the trip. Examples include, but are not limited to:
  - Injuries;
  - accidents;

- missing students/staff;
- issues of discipline;
- altercations with students or staff from other schools or members of the host community;
- other potentially dangerous or embarrassing situations for EP; etc
- The person-in-charge will follow-up by completing a Serious Incident Report and submitting it to the front office as soon as possible
- Action steps for accidents, crashes or other emergencies en-route to or from the off-site activity are addressed in the Hazard-Specific response section.

NOTE: While en-route to a destination, the bus driver is the incident commander for all incidents involving his/her vehicle & passengers while the faculty-person-in charge of students is in a support role.

Student Accounting and Release Procedures

During an emergency, traditional student release procedures are frequently unsafe or otherwise inoperable. Accordingly, the following procedures are to be followed:

General Student Accounting
Teachers with students are responsible for accounting for those students throughout the course of an emergency. Attendance will be taken at each stage of an evacuation or relocation and submitted to the Student Accounting Leader. Points at which attendance must be taken include Emergency Assembly Areas (inside or outside the school), Evacuation Relocation Sites and at Parent Reunion/Student Release Points.

Student Rosters

One copy of the roster will be placed in the Classroom Emergency Backpack.

Emergency Cards

Hard copy emergency cards are taken to evacuation locations during emergencies.

Parent Reunion/Student Release

Locations

- Escuela Popular: INDOOR:
- Parking Lot White Rd/Alum Rock - Relocation Site: OUTDOOR

Emergency Staging Areas

Timely and accurate communications to the following audiences is critical: school faculty, staff and students; parents of students and families of staff; fire, law enforcement and other local emergency services; the superintendent's office; parent and teacher organizations and advisory councils; and other partners within the community.

Internal Communications

School Emergency Team (SET)

The SET will oversee all internal communications regarding the facts relating to the emergency and the School's response. It will also determine the information that should be shared and the timing and means of the communication.

- Upon receiving a report of an emergency, the Operations Manager/Director or assistant Operations Manager/Director will make a decision to activate all or part of the SET.
- The Operations Manager/Director or Incident Commander will activate SET members by notifying them via telephone, or cell phone. Email will be used to supplement these forms of communication but never used alone. Members will use 2-way radios in hand for subsequent communications.
- If an obvious school-wide emergency occurs (eg, power outage), SET members will automatically report to the school office. Remaining faculty and staff will stay in place until notified by a SET member.

Faculty, Staff and Students

- ***Reports of Emergencies:*** All faculty, staff and students are expected to report all emergencies to the school office. A decision will be made at that time whether to activate all or part of the SET. Appropriate lifesaving or life protection measures must be rendered or coordinated (calling 911) until the SET can respond.
- ***Loudspeaker:*** In the event of an emergency, the following means of communication may be used: Loudspeaker system.
- ***Staff Meeting***: If a separate meeting with senior staff is needed, the Incident Commander (IC) will call them to the conference room prior to or during the general assembly. The IC will reemphasize that only one spokesperson has been authorized to speak to the media.
- ***Email:*** If timeliness is not critical, the school office will email messages to all staff and school personnel when appropriate.

In the event that hard-wired electronic devices are not operational, such as the intercom and telephone systems, the following alternatives will be used:

- ***Messengers; 2-way radios:*** With no intercom or phone, the Operations Manager/Director or Incident Commander will initially communicate with SET members

via messenger.

- Sample call out: “Teachers and Staff, please report to the hallway for an important message” This technique is useful during end of day power outages when faculty, staff, and students must quickly know about the status of after school activities.
- ***Faculty Meeting.*** The Operations Manager/Director or Incident Commander reserves the option to hold a faculty meeting as soon as possible to provide accurate and updated information about the emergency, to review emergency procedures and to plan for the upcoming period of time. This will facilitate the response and reduce misinformation and rumors.

Special Situations

- ***School not in session.*** When school is not in session, Parent Square will be used to inform faculty, staff, and students/parents of emergencies that require immediate communication.
- ***School sponsored events, off campus.*** The faculty member in charge of an off- campus school event (sporting event, debate, concert, etc.) will file a trip plan with the administration prior to the trip and report incidents during the trip.

Parents

Parents or guardians of all students directly involved in or affected by an emergency will be contacted by the Operations Manager/Director or designated SET member as soon as possible. The SET member will inform parents fully of the circumstances and the School’s response. The IC will consider guidance provided by the district’s medical, counseling, legal or other advisors in addressing the situation.

- ***School Website***. Updates for parents, parent organizations, community leaders, etc. may be posted on the School’s website wscacademy.org. Recovery activities such as counseling sessions, memorials, post event question & answer meetings and post recovery open houses for parents, etc. will also be posted. Messages will be approved by the SET and provided for posting.
- ***Director Notification.*** The Director, at his/her discretion, will contact all members of the School Board to inform them of the emergency.

External Communications

The School Emergency Team (SET) will oversee all external communications with the community and the media regarding the facts relating to the emergency and the School's response. It will also determine the information that should be shared with the community and the media and the timing and means of the communication.

General Media Policies and Guidelines

- All faculty, staff, students and visitors will direct news media calls and questions to the Operations Manager/Director, Incident Commander, or the Information and Media Representative who will in turn address the media and remain available, as needed, for continued media updates.
- The Operations Manager/Director or Incident Commander will decide whether to allow the media on the school grounds. The media is not allowed inside the school unless specifically authorized by the Operations Manager/Director.
- In order to ensure goodwill and credibility, the school will make every effort to accommodate reasonable requests for information by the media and to provide for their comfort and effective functioning.
- The Operations Manager/Director, in consultation with the Director's media and legal counsel, will prepare necessary press releases, which will be consistent with information provided to faculty, staff, students, and parents.
- All requests for faculty, staff, or student interviews by the media must be submitted to the Operations Manager/Director or Incident Commander for his/her approval in advance of the interview. No unauthorized information should be provided to the media. If cleared, faculty, staff or students will follow the guidelines below:
- Be honest with media personnel. If the answer to a question is not known, tell the reporter that you will get back to them as soon as possible.
- Don't provide information "off the record", say "no comment", or use jargon.
- Student confidentiality must be maintained at all times.

Media Staging Areas

Media Staging Area Location(s): Front Lawn (Corner of White Rd. and Gay Ave)

Special Traffic or Security Concerns for this Area: Campus Security will assign staff to direct media personnel and vehicles to that location until barrier tape is emplaced and local police arrive to secure the area.

Incident Command Post Location(s):

Primary location:Operations Manager/Director's office, upstairs Administration area.

Note: Upon transfer of incident command from the Operations Manager/Director to the local fire or police, or upon the establishment of a Unified Command, the CP will likely shift to a fire/police command vehicle located somewhere on or near the school grounds at a location to be determined.

Special Traffic or Security Concerns for this Area: School Emergency Team members are expected to check with the CP when further information or instructions are needed about the incident or to report on their respective area. Remaining staff should notify the CP for all matters affecting the health and safety of the students/staff in their charge. All other communications should be done directly through the appropriate member of the School Emergency Team. It is important to reduce the physical presence of students/staff in and around the CP during an incident so that external emergency responders will have free access.

Emergency Responders Assembly Area

Location(s):
Located on the traffic circle in front of the main entrance to the school (White Rd,). This location is subject to change due to emergency conditions inside the building or at the entryway.

Special Traffic or Security Concerns for this Area: All school staff, parents, and onlookers must keep the traffic circle free and clear for emergency vehicles during an incident. Non- emergency vehicles will be towed.

Evacuation Assembly Area (EAA)

Location(s): Primary: Located Back Field- Entrance via Comet Lane. The Parent Reunion Area and Family Information Center will normally be co-located. In the event of an evacuation to an off-site location (relocation site), a second information point will be made available to parents who arrive at EP looking for their children. Parents can access the EP building at the south entrance (gymnasium entrance) for information about where students were evacuated, whom to contact and how. If conditions don't allow for access into or near the building, a staff member will be available to give out information to parents. .
Information will also be available on the school's website and/or the school's messaging system Parent Square will be used.

Location(s):
Onsite. Primary location: School Field. Enter the building's south entrance nearest the gymnasium. Alternate location: Adjacent to the Emergency Assembly Area located on the parking lot on the south side of the building.

Off-site. Russo Academy Field

Note to Parents: EP is one of the safest places for students to be during most crises or natural disasters. The following emergency procedures have been established to keep them safe:

- In most cases, students will be kept at school until the emergency is determined to be over. For example, a chemical spill may delay student release when there is risk of exposure.
- Under certain circumstances students may be evacuated to another site. If this occurs, parents will be notified through the school website, the school messaging system and through phone calls made to contacts found on the student's Emergency Care Card (EC).
- We ask parents and guardians not to telephone the school and tie-up the few telephone lines that will be needed for emergency use.
- Students will be released to parents who come to get them. Procedures for release to other authorized parties, however, will not occur unless pre-release is documented on the student's Emergency Card, which is filled out at the beginning of the school year. Parents must ensure that information on the emergency card is current.
- The family information center will provide up-to-date information on the incident, the status of their children and information on what parents can do to assist.

Media Press Conference Information- Escuela Popular

Complete Prior to School Emergency Press Conference.

1. In one brief paragraph state the key point or objective of the press conference:

2. Identify who the main audience or population segments whom you would like this message to reach:

Primary Audience:

_____

Secondary Audience:

_____

3. List the three facts or statistics you would like the public to remember after hearing the story:

a)

b)

c)

4. What is the one message the audience needs to take away from this report/interview?

5. Who in your school will serve as the sole point of contact for the media?

Name:_____ Phone #

Dates & Time Available:

Media Press Release

Escuela Popular

At _____ (time) on _____ (date) following accident (incident) occurred:

(If students have been relocated due to school facility emergency)

All students and staff have been evacuated from the school and relocated to the following sites:

Site_____ Phone _____

At this time we have:

(A) No confirmation of injuries or damage:
-or-
(B) Confirmed the following injuries or damage. (Do not identify students/staff by name; merely state the number of students involved and/or any property damage that has occurred).

The prognosis for those involved is (Good) (Fair) (Critical):

The school district is responding in the following manner:

At the current time the incident is being investigated by local authorities and is considered to be a criminal investigation. The school district does not wish to take any action that may interfere with a pending criminal investigation. Therefore information will not be released without the prior approval of local authorities.

We will keep you updated as we learn additional information.

We ask the general public to avoid traveling in this area unless it is absolutely necessary. We ask that only parents or guardians of children in the school contact us with questions at: Telephone _____
For ongoing information updates check the school Web page at:
www.escuelapopular.org

Thank you for your cooperation.

School Media Contact: Patricia Reguerin_____

Hazard Specific Responses to Emergencies

Assault/Fighting Bomb Threat Death

Facility (Building) Incident Fire/Explosion

HAZMAT [Hazardous Material] Hostage

Intruder Kidnapping Medical Emergency Missing Student Natural Disaster

Student Threat Suicide Attempt Suicide

Vehicle Accident - Field Trip Weapons

Assault and Fighting - Form

ASSAULT / FIGHTING	DATE_____	
Oral, written, or physical threat against other students or staff.		
WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
Inform the police of your observation and be prepared to make a written statement.		
Check for injuries and if confirmed, call 911		
Use appropriate de-escalation strategies: ● remain emotionally neutral; ● quickly analyze situation to decide response, especially if police need to be called; ● if warranted, and trained staff are available, restrain combatants; ● seek additional trained support staff for backup; ● remove other students and secure the scene.		
Get names of any witnesses and report to law enforcement and Operations Manager/Director or Incident Commander		
PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
Notify Operations Manager/Director		
PRINCIPAL OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
Approach in a calm manner and direct combatants to stop fighting		
Separate combatants to a safe area, if possible		
Verify extent of assault or fight and notify law enforcement		
Attempt to determine who's been injured, and the extent of injuries. Notify School Nurse/Health Clerk and request additional medical help as needed		
Contact Director		
Conduct investigation and follow school discipline policies and administrative procedures, which may include anger management or other appropriate counseling		
Determine consequence for the offender(s).		
Complete an incident report and file		
SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.
Approach in a calm manner and direct combatants to stop fighting		
Escort combatants to the office, keeping them isolated from other students		

SCHOOL OFFICE	NAME OF CONTACT	CONTACT NO.
Assess extent of injuries, administer first aid and seek further medical support as needed		
INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.
Director or designee handles press		
Prepare a written statement, if the situation warrants it, for staff to read to students at school and send to parents/guardians describing the facts known at the time and procedures for accessing support as needed		
Contact media with predetermined messages that have been approved by Operations Manager/Director or Incident Commander after communication with the police. A joint news release with police may be indicated depending on the extent of injuries.		

Bomb Threat - Form

BOMB THREAT			EVACUATION OR RELOCATION Date	
Receipt of an oral or written threat of a bomb, or discovery of a suspicious device or note.				
BOMB THREAT BY PHONE				
	TIME	PHONE CALL RECEIVER	NAME OF CONTACT	CONTACT NO.
		Student, faculty or staff		
	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
		Record exactly what the caller says using the police bomb threat call card if available. See Annex C		
		If a bomb threat card is not available ask the caller: Time bomb set to detonate? Where is it located? Is it visible or hidden? What does it look like? Type of bomb? Why placed in school on grounds or on a bus? How did it get in school?		
		Note caller accent, age, sex, noise, mental state, etc.		
		Write down perpetrator's Caller ID number		
		Activate *67 Call Tracing (note time of call)		
		Notify theOperations Manager/Director or Incident Commander as soon as possible		

		WRITTEN BOMB THREAT		
	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
		Don't get fingerprints on written note; place in a plastic bag		
		Preserve for police if written on the door, wall, etc.		
		Notify theOperations Manager/Director or Incident Commander as soon as possible		

		ALL BOMB THREATS		
	TIME	PRINCIPAL OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
		Contact law enforcement and fire department		
		Contact Director		
		Quickly convene the School Emergency Team. Use the information gathered to decide how the school should respond.		
		Decide whether or not to evacuate the building. If you evacuate, establish the relocation area for the students and staff members. Follow procedures and communicate to staff and students. • The Operations Manager/Director shall direct personnel to adjust their usual evacuation route to avoid any suspected location of an explosive device.		
		DO NOT use any cell phones, radios, walkie-talkies • Send runner if necessary		
		Set up Command Post at pre-designated site where school leaders can stage with emergency providers		
		Ensure accountability of all students and staff		
		If a suspicious device is found, don't		

		touch it. Notify the appropriate police agency		
		Work with school deans to initiate grief-counseling plan determined by need and severity of the situation		
		Notify families of incident		
		Complete incident report and file in the Operations Manager/Director's office		
	TIME	TEACHERS AND STAFF	NAME OF CONTACT	CONTACT NO.
		While evacuating the building, scan work area for any suspicious items that could be an explosive device • Take emergency backpack with you • Leave internal doors unlocked and open.		
		Take attendance in evacuation area and immediately report missing students to the student accounting leader		
		Report suspicious objects to Operations Manager/Director once evacuation procedures are complete • Do not touch or attempt to move any suspicious device		
		DO NOT use any cell phones, radios, walkie-talkies • Send runner if necessary		

Death on Campus - Form

Death on Campus	**DATE**_____	
When a student or staff member dies in the community.		
WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
Student, faculty and staff		
PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
NotifyOperations Manager/Director immediately		
Offer emotional support to school community		
OPERATIONS MANAGER OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
Verify student or staff death		
Inform Executive Director/Schools Director		
Assemble Crisis Management Team		
Brief Front Office in handling calls and requests for information		
Contact victim's family: ● Convey school's condolences ● Determine with the parents who will be the family contact ● Ask about funeral arrangements/procedures for donations ● Determine how parents would like the school to participate in funeral services ● School will make arrangements to return student's belongings		
Faculty and school personnel are informed of the death through internal communication systems and/or meeting ● Express condolences to the personnel ● Review the facts of the death as known ● Announce funeral arrangements if known ● Give a plan for the day as prepared by Crisis Team ○ Team provides handout packet to personnel and shares information on grief ○ Team covers activities to encourage/discourage ● Answers questions and concerns of personnel		
Prepare statement to be read to students - refer to sample statements in Annex D		
Prepare and send message home to parents/students as appropriate		
Designate a support area for students		

Hold mid-day meeting with Crisis Management Team to assess response to activities		
Ensure faculty and staff attend the funeral to offer support to students		
The day after the funeral - make closure statement		
CRISIS RESPONSE TEAM	NAME OF CONTACT	CONTACT NO.
Hold an immediate team meeting to plan for notifying students/faculty/staff of the death and to provide emotional support		
Identify those particularly affected, such as relatives, friends, classmates, teammates		
Identify trauma services needed ● Identify rooms for support for students		
Member assigned to gather deceased's personal belongings for safekeeping		
Student's name is removed from class rosters, mailing lists and automated attendance call lists		
Reassure and provide a sense of security, a way to remember the deceased and resume routine as appropriate to facilitate recovery		
Plan schedules and activities for the school day and week ● Day 2 or 3 resume regular classroom activities		
Provide safety measures and special services for students, faculty, and staff		
Arrange 15 minute meeting with staff after school to identify students/staff that need additional emotional support		
Determine long range plans for at-risk students		
Within two weeks, have debriefing meeting and modify protocol as needed		

Fire Explosion - Form

FIRE / EXPLOSION			“EVACUATION” DATE	
Whoever observes open flames, smells or sees smoke, or experiences excessive heat radiating from an adjoining wall, ceiling, or floor should immediately notify the office and activate the nearby fire alarm.				
	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
		Pull fire alarm and call school office		
	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
		Pull the fire alarm and call 911		
		Evacuate the area/building and use fire extinguisher if appropriate		
		Notify the Operations Manager/Director.		
	TIME	PRINCIPAL OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
		Pull fire alarm, if not already – call 911		
		ALERT STUDENTS/STAFF: “YOUR ATTENTION, PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF THE BUILDING. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE EMERGENCY ASSEMBLY AREA. TEACHERS TAKE YOUR CLASS ROSTER AND TAKE A HEADCOUNT AT THE ASSEMBLY AREA.”		
		If determined that alternate off-campus relocation is necessary, follow off-site evacuation procedures		
		Gather information from witnesses regarding location of fire or explosion.		
		Meet with Fire Department and pass on information regarding accountability of staff and		

		students, location of fire		
		Notify Director		
		If evacuation requires release of students to parents, IC will implement student release process		
	TIME	SCHOOL Office STAFF	NAME OF CONTACT	CONTACT NO.
		Evacuate students in office		
		Evacuate emergency cards		
		Bring Health supplies to evacuation site		
		Assist with first aid as needed		
	TIME	ADMIN/CUSTODIAL STAFF	NAME OF CONTACT	CONTACT NO.
		Sweep the bathrooms, hallways and common areas for visitors, staff and students while exiting		
	TIME	ATTENDANCE/SCHOOL STAFF	NAME OF CONTACT	CONTACT NO.
		Evacuate visitor log and sign out sheet		

		At the assembly area gather headcount information from teachers and inform the Operations Manager/Director or incident commander of any missing student(s) or staff.		
✔	**TIME**	TEACHERS	NAME OF CONTACT	CONTACT NO.
		Teachers will instruct and supervise student evacuation of the building, using designated routes to their assigned Assembly Area.		
		Have students leave their backpacks in the classroom.		
		Shut but do not lock doors		
		Bring emergency backpack		
		If the exit route is blocked, follow an alternate exit route.		
		Take attendance: ● GREEN sign: All students on roster are present. ● YELLOW sign: Some students from roster are not present (absent or unaccounted for) ○ Fill out Attendance Card ● RED sign: Medical Need Report any missing students or staff		
		At the assembly area, teachers and students will stay in place until further instructions are given or "All Clear"		

Facility Incident - Form

FACILITY INCIDENT	"EVACUATION" DATE

Whoever observes a major facility failure should immediately notify the custodial staff or school office. Failures include but are not limited to: power outage; interior flooding; an activated sprinkler system with no apparent cause; electrical sparks or fire; burst pipes; collapsed structure (ceiling, wall or floor); security equipment malfunction; unusual mechanical sounds; and unsafe areas or passageways.

	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
✔	**TIME**	**PRIORITY PROCEDURES**	NAME OF CONTACT	CONTACT NO.
		Contact custodial staff immediately		
		Call 911 if smoke, fire, or electrical sparks are involved.		
		Evacuate the area/building and use fire extinguisher if appropriate		
		Notify the Operations Manager/Director.		
✔	**TIME**	**PRINCIPAL OR INCIDENT COMMANDER**	NAME OF CONTACT	CONTACT NO.
		Pull the fire alarm and call 911 if smoke, fire, or electrical sparks are involved.		
		Contact custodial staff, if not previously notified.		
		Receive assessment of problem from custodian.		
		IF NEEDING TO EVACUATE: ALERT STUDENTS/STAFF: "YOUR ATTENTION, PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF THE BUILDING. TEACHERS ARE TO TAKE THEIR STUDENTS TO THEIR DESIGNATED ASSEMBLY AREA. TEACHERS TAKE YOUR CLASS ROSTER AND TAKE A HEADCOUNT AT THE ASSEMBLY AREA."		
		Ensure accountability of all students and staff		
		Gather information from witnesses regarding location of the facility failure.		
		If determined that alternate off-campus relocation is necessary, follow off-site evacuation procedures		
		Gather information from witnesses regarding location of fire or explosion.		

		Meet with Fire Department and pass on information regarding accountability of staff and students, location of fire		
		If evacuation requires release of students to parents, IC will implement student release process		
		Notify Executive Director/Director of Schools		

✔	**TIME**	**SCHOOL EMERGENCY TEAM**	NAME OF CONTACT	CONTACT NO.
		Assist operations manager or Incident Commander with evacuation in role as designated.		
✔	**TIME**	**SCHOOL FRONT OFFICE STAFF**	NAME OF CONTACT	CONTACT NO.
		Evacuate students in health office		
		Evacuate emergency cards		
		Bring Health supplies to evacuation site		
		Set up casualty collection site, if necessary		
		Assist with first aid as needed		
✔	**TIME**	**CUSTODIAL STAFF**	NAME OF CONTACT	CONTACT NO.
		Sweep the bathrooms, hallways and common areas for visitors, staff and students while exiting		
		Stay with Operations Manager/Director or Incident Commander to assist Fire Department with layout of school		

VIII. Utility Shut Off Procedures & Location

1) Gas
2) Water
3) Electricity

1) Gas shutoff valve is located on Gay Avenue, outside of the cafeteria, in the fenced cage. To shut off the gas: Open the fence by pushing down on the lever to lift a pole inserted in the ground. Look to your right and there is a large key attached to a chain, there are two valves to the right of the key, use the key to pull the top valve up and off.

2) Water shutoff valves are located throughout the school:

a. Water shutoff valves for the cafeteria and 100 buildings are located next to the cafeteria, in the patio area under one of the patio tables. Open the water cover and turn the handle to close position.

b. Water shutoff valve for the sprinkler system is located at the entrance to

the staff parking lot on white road. Open the water cover and turn the handle to close position.

c. Water shutoff valve for buildings 200, 300, 400, 500 and the new building is located on White Road, near the staff parking lot exit. The valve is located on the small blue/orange pipe, turning the wheel to the right.

3) Main electricity shut off is located on White Road, in a Green Metal box, towards the exit of the staff parking lot. Key to the open box will be located in the main office, open box and pull level down.

HAZMAT - Form

HAZMAT **(Hazardous Material)**			"LOCKDOWN" "EVACUATION" DATE	
Whoever observes an uncontrolled or unexpected release of, or suspects the release of, liquid or vapor that could cause harm or death to humans or damage to the environment should immediately notify the school office.				
	TIME	**WITNESS/REPORTED BY**	NAME OF CONTACT	CONTACT NO.
		Notify Operations Manager/Director or Incident Commander who will call 911		
✔	**TIME**	**PRIORITY PROCEDURES**	NAME OF CONTACT	CONTACT NO.
		Notify the school office.		
		Avoid being contaminated, if possible, and warn others of the same concern		
		Evacuate Affected area and also isolate, if possible, those who have been contaminated		
		Notify the Operations Manager/Director/designee		
✔	**TIME**	**PRINCIPAL OR INCIDENT COMMANDER**	NAME OF CONTACT	CONTACT NO.
		Evacuate affected area and also isolate, if possible, those who have been contaminated		
		Pull the fire alarm. Call 911 if appropriate		
		Gather information from staff regarding location of spill, extent and the name of the chemical		
		Meet Fire Department at Command Post and pass on staff and student information regarding the nature and location of the spill		
		Ensure accountability of all students & staff		
		Notify Director		
		If evacuation is required ● Follow evacuation plan ● If release of students to parents, IC will implement student release process		
		Determine if off-site evacuation is necessary		
✔	**TIME**	**SCHOOI FRONT OFFICE STAFF**	NAME OF CONTACT	CONTACT NO.
		Evacuate students in health office		
		Evacuate emergency cards		
		Bring Health supplies to evacuation site		
		Assist with first aid as needed		
✔	**TIME**	**SCHOOL EMERGENCY TEAM**	NAME OF CONTACT	CONTACT NO.

		Sweep the bathrooms, hallways and common areas for visitors, staff and students while exiting if evacuating		

✔	TIME	CUSTODIAL STAFF	NAME OF CONTACT	CONTACT NO.
		Determine location and extent of spill if possible		
		Communicate location of spill to Operations Manager/Director		
		Stay with Operations Manager/Director or Incident Commander to assist Fire Department with layout of school		
✔	TIME	FRONT OFFICE SCHOOL STAFF	NAME OF CONTACT	CONTACT NO.
		Evacuate visitor log and sign out sheet		
		At the assembly area gather headcount information from teachers and inform the Operations Manager/Director or incident commander of any missing student(s) or staff.		
✔	TIME	TEACHERS	NAME OF CONTACT	CONTACT NO.
		Teachers will instruct and supervise student evacuation of the building, using designated routes to their assigned Assembly Area. ● Use alternate route to avoid hazardous area if needed		
		Have students leave their backpacks in the classroom.		
		Shut but do not lock doors		
		Bring emergency backpack		
		Take attendance: ● **GREEN** sign: All students on roster are present. ● **YELLOW** sign: Some students from roster are not present (absent or unaccounted for) ○ Fill out Attendance Card ● **RED** sign: Medical Need ○ Report any missing students or staff		
		At the assembly area, teachers and students will stay in place until further instructions are given or “All Clear”		

HOSTAGE - Form

HOSTAGE	“Lockdown” or “Evacuate” DATE_____

Any situation when a student, staff member or school visitor is forcibly taken against their will and used as a negotiation tool by an individual or group of people. This may include situations where a person barricades him or herself in a building or vehicle and threatens suicide. Law enforcement officials should always handle a hostage situation.

	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
		Do not intervene in the hostage/barricade situation		
✔	**TIME**	**PRIORITY PROCEDURES**	NAME OF CONTACT	CONTACT NO.
		Notify Operations Manager/Director or Incident Commander who will call 911		
		Inform police of your observation		
		IF TAKEN HOSTAGE, follow instructions of hostage taker		
		Remain calm and do not panic		
		Reassure students if they are present that everything will be okay		
		Treat the hostage taker with respect and act as normal as possible		
		Ask permission to speak and do not argue or make suggestions		
		Don’t intervene; allow law enforcement to negotiate		
		Obtain good description of hostage(s) takers		
✔	**TIME**	**PRINCIPAL OR INCIDENT COMMANDER**	NAME OF CONTACT	CONTAC T NO.
		Yield team leader authority to law enforcement commander who directs procedure for securing the building or evacuation. Provide student photo if the hostage taker is known to be a student.		
		Activate School Emergency Team and decide plan of action		
		Direct preparation of a phone list identifying names of students, staff, and parents who need to be notified		
		Contact Director		
		Work with the school deans to initiate grief-counseling plan as determined by need and severity of the situation		
		Keep an informal time and procedure log of response activities		
		Complete an incident report and file		
		Debrief School Emergency Team and staff		

✔	TIME	SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.
		Convene School Emergency Team at the school or relocation site, and decide what additional resources and support will be needed		
✔	TIME	SCHOOL FRONT OFFICE STAFF	NAME OF CONTACT	CONTACT NO.
		Be prepared to treat injuries and help EMS as needed		

✔	TIME	STAFF	NAME OF CONTACT	CONTACT NO.
		Direct students in bathrooms or halls to join closest class and then report to assigned teacher as soon as it is safe		
		Inform the school office, as soon as appropriate, about unassigned students under their supervision		
		Lock all hallway and exterior doors, if safe to do so; however, no doors should be barricaded or locked in a manner that would prevent rapid evacuation		
		Staff, students and visitors remain quiet in designated secured area, on the floor, away from windows and doors, and with all lights turned off		
		Remain in “Clear the Halls” or “Shelter-in-Place” mode until the Operations Manager/Director and/or Law Enforcement Commander gives the “all clear” command		
		If evacuation occurs, teachers take attendance in evacuation area and immediately report missing students to the backup team leader		
✔	TIME	INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.
		Director or designee handles press in press area, off- site		
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		
		When communicating with the media, always coordinate with law enforcement before disseminating a consistent and predetermined statement		

Intruder - Form

INTRUDER			"LOCKDOWN" DATE	
Unauthorized person in school building or on school property				
	TIME	**WITNESS/REPORTED BY**	NAME OF CONTACT	CONTACT NO.
		Ask unauthorized visitor to identify himself/herself and report to office		
		Contact the Operations Manager/Director or Incident Commander if visitor is uncooperative		
		Do not intervene if person is acting hostile or threatening		
		Notify Operations Manager/Director or Incident Commander who will call 911		
		Inform law enforcement of your observation		
		If safe to do so, write down the intruder's physical description, type and color of automobile, registration plate number and any other identifiable information. Report toOperations Manager/Director or Incident Commander if intruder leaves before law enforcement arrives		
✔	**TIME**	**PRIORITY PROCEDURES**	NAME OF CONTACT	CONTACT NO.
		Ask intruder about purpose for being in school		
		Ask intruder to leave if no legitimate reason is found for his or her presence in the school		
✔	**TIME**	**OPERATIONS MANAGER OR INCIDENT COMMANDER**	NAME OF CONTACT	CONTACT NO.
		Ask intruder about purpose for being in school		
		Ask intruder to leave if no legitimate reason is found for his or her presence in the school		
		Contact law enforcement if the intruder remains uncooperative, (911) identify the name and address of the school, describe the emergency, state the school is locking down, provide intruder description and weapon(s) if known, and identify the location of the school command post. Direct staff to stay on the phone to provide updates and additional information.		

		Announce to staff to "Lockdown the school" if intruder is <u>outside</u> the school: "YOUR ATTENTION, PLEASE. WE ARE EXPERIENCING AN EMERGENCY SITUATION AND NEED TO LOCKDOWN THE SCHOOL IMMEDIATELY. TEACHERS LOCK YOUR DOORS AND KEEP STUDENTS INSIDE UNTIL FURTHER NOTICE: STUDENTS OR STAFF ARE TO RETURN TO THE NEAREST CLASSROOM OR OFFICE. IGNORE ALL ALARMS AND BELLS UNLESS ADVISED OTHERWISE."		
		If evacuation requires release of students to parents,the Operations Manager will release the process.		
		Notify Director		

		counseling plan as determined by need and severity of the situation		
		Complete an incident report and file in Operations Manager/Director's office		
		Debrief with School Emergency Team and staff		
✔	**TIME**	**INFORMATION AND MEDIA REPRESENTATIVE**	NAME OF CONTACT	CONTACT NO.
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		
		When communicating with the media, always coordinate with law enforcement before disseminating a consistent and predetermined statement		
✔	**TIME**	**SCHOOL EMERGENCY TEAM**	NAME OF CONTACT	CONTACT NO.
		Sweep the bathrooms, hallways and common areas for visitors, staff and students while exiting if evacuating		
		Close and lock all exterior doors.		
✔	**TIME**	**TEACHERS**	NAME OF CONTACT	CONTACT NO.
		Direct students who are in bathrooms or halls to join closest class if the command from the Operations Manager/Director or Incident Commander is given to "Lockdown" the school		

		● Doors locked ● Blinds closed ● Lights outs ● Move students away from windows and doors ● Have students sit against interior walls ● Do not lock or barricade doors that would prevent rapid evacuation ● If a life threatening situation exists, exit immediately to a place of safety. ● Ignore all bells and alarms unless otherwise instructed ● Take attendance and be prepared to notify the Incident Commander of missing students or additional students, staff or guests sheltered in your classroom. ● Allow no one outside of the classroom to enter your room until the Incident Commander gives the “All Clear” signal.		
		Students and teachers are released from lock-down when “All Clear” is sounded.		

Kidnapping - Form

KIDNAPPING	DATE

Kidnapping means the unauthorized removal of a student from school property without consent either from school officials and /or parent(s)/ guardian(s). In many instances this violation of school rules and state law is perpetrated by a parent or relative involved in a domestic dispute.

	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
✔	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONT ACT NO.
		Verify child is missing and then contact Operations Manager/Director or Incident Commander		
		Gather facts about abduction, description of abductor and any vehicle involved		
		Inform police of your observation and be prepared to write a notarized statement		
✔	TIME	PRINCIPAL OR INCIDENT COMMANDER	NAME OF CONTACT	CONT ACT NO.
		Call 911; Provide photo of student to Police. Police may interview student's friends. -School staff provide support for interviewed students. -Follow school policy and procedure on confidentiality		
		Contact parents(s)/guardians(s) and check student file for any restraining orders or other background information		
		Convene School Emergency Team & plan the response		
		Contact Director		
		Work with the school deans to initiate grief-counseling plan as determined by need and severity		

		of the situation		
		Complete an incident report and file in Operations Manager/Director's office		
		Debrief with School Emergency Team and staff		
✔	TIME	SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.
		Assist Operations Manager/Director or Incident Commander with notifying parents of victims		
✔	TIME	INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		
		Refer media questions to law enforcement if a student was abducted or circumstances are suspicious.		

Medical Emergency - Form

MEDICAL EMERGENCY	DATE

ALLERGIC REACTION

Many students and staff are allergic to certain foods or food additives or may develop a dangerous reaction to prescription medicine or other chemicals/substances. Consistent with school board policy and the Family Educational Rights to Privacy Act (FERPA), school administration, in conjunction with the school nurse, should provide every staff person who routinely interacts with students or staff known to have food or other allergic reactions, with an Emergency Care Plan that includes student/staff names, parent/guardian/relative names, phone numbers and allergic symptoms as well as appropriate first aid measures.

✔	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
		Check for a medical alert tag		
		Contact Front Office for PowerSchool information		
		Notify the Operations Manager/Director/designee		
✔	TIME	PRINCIPAL OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
		Contact parents(s)/guardian(s)/designated family member		
		Contact Director		
✔	TIME	School Front Office	NAME OF CONTACT	CONTACT NO.
		Check for Medical Alert Tag / ISHP information for individual		
		Direct someone else to call 911 if needed, and inform the Operations Manager/Director		
		Monitor and maintain ABC's (airway—breathing—circulation) as needed		

		Administer epinephrine (dosage as prescribed by physician) as appropriate		
		Continue to observe student or staff member		
		Tell parents to carefully watch child for next 24 hours and contact physician		
		Complete an incident report and file in office.		

		GENERAL MEDICAL EMERGENCY		
✔	**TIME**	**WITNESS/REPORTED BY**	NAME OF CONTACT	CONTACT NO.
		Notify Operations Manager/Director or Incident Commander who will call 911		
	TIME	**PRIORITY PROCEDURES**	NAME OF CONTACT	CONTACT NO.
		Maintain open airway and administer CPR, if necessary		
		Immobilize the victim if there is a potential for head, neck or back injury. Do not move victim unless immediate emergency situation dictates		
		Control bleeding by applying direct pressure and elevation		
		Treat for shock		
		Check for Medical Alert Tag/Emergency Care Plan information for individual		
✓	**TIME**	**OPERATIONS MANAGER OR INCIDENT COMMANDER**	NAME OF CONTACT	CONTACT NO.
		Contact parents(s)/guardian(s)/designated family member		
		Contact Operations Manager		
		Work with counseling resources to initiate grief-counseling plan as determined by need and severity of the situation		
		File incident report		
		Debrief School Emergency Team and staff		
✔	**TIME**	**SCHOOL EMERGENCY TEAM**	NAME OF CONTACT	CONTACT NO.
		Assist Operations Manager/Director or Incident Commander as needed		
✔	**TIME**	**SCHOOL DEANS**	NAME OF CONTACT	CONTACT NO.
		Coordinate grief-counseling if needed		
✔	**TIME**	**Front Office Staff**	NAME OF CONTACT	CONTACT NO.
		Collect first aid kit and proceed immediately to victim(s)		
		Gather ISHP information		
		Coordinate or administer first aid until EMS or School Physician arrives		
✔	**TIME**	**MEDIA REPRESENTATIVE**	NAME OF CONTACT	CONTACT NO.
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support.		

Missing Student - Form

MISSING STUDENT	DATE

Student(s) unaccounted for at school, on school property, or while traveling to and from school.

	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
✔	**TIME**	**PRIORITY PROCEDURES**	NAME OF CONTACT	CONTACT NO.
		Verify child is missing and then contact Operations Manager/Director or Incident Commander		
		Principal announces “Missing Student” on the intercom and calls 911, if necessary		
✔	**TIME**	**OPERATIONS MANAGER INCIDENT COMMANDER**	NAME OF CONTACT	CONTACT NO.
		Contact parents/guardian to report student absence/status		
		Inform staff once missing person is located		
		Complete Serious Incident Report for filing in office		
✔	**TIME**	**STAFF**	NAME OF CONTACT	CONTACT NO.
		Notify Operations Manager/Director of any suspicious student absence or unknown person in the building		
		Be on the lookout for missing student and immediately report new information to the Operations Manager/Director		
		Refer all requests for release of individual students to the office prior to their departure from school		
		Require a written student release note from parent/guardian		
		Report observations of unknown or unauthorized persons toOperations Manager/Director. Make note of appearance, vehicle type and color, registration plate number, etc.		
		Insist on identification if unknown person arrives at school asking to pick up student; direct unknown person to office for approval		
✔	**TIME**	**INFORMATION AND MEDIA REPRESENTATIVE**	NAME OF CONTACT	CONTACT NO.
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		
		Refer media questions to law enforcement		

Natural Disaster- Form

NATURAL DISASTER			“SHELTER IN PLACE” “EVACUATION” DATE	
A tornado, severe weather or earthquake will often strike without warning; appropriate emergency procedures must be initiated immediately.				
	TIME	**WITNESS/REPORTED BY**	NAME OF CONTACT	CONTACT NO.
✔	TIME	**PRIORITY PROCEDURES**	NAME OF CONTACT	CONTACT NO.
		Obtain an advance warning of an event from National Weather Service; notify administration		
		If there is no warning of an event, move students and staff inside to an appropriate safe shelter or exit if building failure		
		Keep Emergency Alert System (EAS) radio on for updates		
✔	TIME	**OPERATIONS MANAGER OR INCIDENT COMMANDER**	NAME OF CONTACT	CONTACT NO.
		Decide to evacuate, initiate early release, or **shelter-in-place**		
		Set up Command Post at pre-designated site		
		Gather information from staff regarding building integrity and potential hazards (i.e. rising flood waters, high winds that may cut power, etc.)		
		EARTHQUAKE		
		Instruct staff and students to “Drop, Cover, and Hold On”		

		If needed, make contact with emergency responders via 911 for instructions		
		Notify Director		
		If evacuation requires release of students to parents, IC will implement a student release process.		
		Set up debriefs as needed after the event		
✔	TIME	STAFF	NAME OF CONTACT	CONTACT NO.
		Instruct staff and students to “Drop, Cover, and Hold On”		
		Keep students away from windows		
		In the event of an earthquake: When the shaking stops (or when the all clear sounds) count to 60. I**MMEDIATELY** and before you exit your room: ● Take ten seconds to look around, make a mental note of damage and dangers, ● Check to see if any students are injured. If immediate help can be given to those with injuries, to stop serious bleeding, or put out a small fire, do so. ● Ask responsible students to assist the lightly injured. ● Non- ambulatory injured should be reassured and wait for treatment where they are, unless it is more		

		dangerous to remain.		
		Take a few seconds to check briefly with the teacher in the classroom to the left, to the right, and across the hall to see if they need assistance		
		Follow school evacuation procedures according to the school emergency plan.		
		If an aftershock occurs, while you are exiting, Drop, Cover, and Hold On until the shaking stops.		
✔	TIME	SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.
		Instruct staff and students to “Drop, Cover, and Hold On”		
		Help initiate early release, evacuation or		

		shelter-in-place		
		If evacuating, follow school evacuation procedures according to the school emergency plan.		
		Prepare to handle a large volume of telephone calls from parents or guardians		
		Assis tOperations Manager/Director or Incident Commander during evacuation		
		Help students that need emotional assistance after event		
	TIME	SCHOOL FRONT OFFICE	NAME OF CONTACT	CONTACT NO.
		Collect First Aid Kit, ISHP binder, emergency cards and supplies and report to Command Post		
		Be prepared to treat injuries that may have occurred		
		Set up casualty collection site, if necessary		
		Document status of patients and maintain log		
✔	TIME	INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		
		Refer media questions to law enforcement if needed		

Student Threat - Form

STUDENT THREAT			DATE	
Oral, written, or physical threat against other students or staff.				
	TIM	WITNESS/REPORTED BY	NAME OF CONTAC	**CONTACT NO.**

	E		T	
		Be prepared to write statement for administration and/or police		
	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
		Separate students in conflict or isolate threatening student(s) from others		
		Do not threaten student with police action or use humor to de- escalate situation		
		Call 911, if appropriate		
		If necessary, activate School Emergency Team		
✔	TIME	OPERATIONS MANAGER OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
		Direct staff to “Clear the Halls” or “Lockdown the School” if the emergency threatens the safety of students and staff,		
		Interview threatening student & victim to get background information to determine if threat is manageable with school resources		
		Contact parents		
		If reasonable suspicion that a weapon exists, implement search and seizure procedures to confiscate		
		Determine if alcohol or other drugs are involved		
		Implement school discipline policy		
		Contact Director		
		Notify law enforcement if dictated by school policy or appropriate for circumstances		
		Complete incident report and file		
✔	**TIME**	SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.
		Assist Operations Manager/Director or Incident Commander as needed		
✔	**TIME**	INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.

		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		
		Refer media questions to law enforcement officials for criminal acts		

Suicide Attempt at School - Form

SUICIDE ATTEMPT AT SCHOOL			DATE	
When a student or staff member attempts to take his/her life, either at school or in the community.				
	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
		Student, faculty and staff		
		Contact the Operations Manager/Director who will call 911		
	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
		Take the threat seriously		
		Secure the scene for police investigation		
		Communicate incident to the Operations Manager/Director or designee		
		Don't leave a student/faculty/staff member alone		
		Call 911		
✔	TIME	OPERATIONS MANAGER OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
		Call 911 if medical help is needed		
		Notify parent or guardian and offer assistance for appropriate medical and psychological care, referrals and emergency services		
		Inform Director		
		On a 'need to know' basis inform faculty/staff/students while maintaining confidentiality		
		Prepare and send letter home to parents as appropriate while maintaining confidentiality		
		Debrief School Emergency Team and faculty/staff		
		In the event of suspected abuse, notify CPS and/or police		
		Complete incident report		
		Prepare or update prevention protocols in case others attempt or complete suicide		
✔	TIME	SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.
		Hold an immediate team meeting and institute immediate referral for assessment and treatment		

		Secure area and prevent non-essential people from accessing the scene or witnessing a traumatic event		

		Complete an assessment to determine risk level, using an approved screening tool		
		Meet with referring staff/faculty and/or student		
✔	TIME	CUSTODIAL STAFF	NAME OF CONTACT	CONTACT NO.
		Secure area and prevent non-essential people from accessing the scene or witnessing a traumatic event		
✔	TIME	INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		

Suicide Committed - Form

DE COMMITTED			DATE	
When a student or staff member takes his/her life, either at school or in the community.				
	TIME	WITNESS/REPORTED BY	NAME OF CONTACT	CONTACT NO.
		Student, faculty and staff		
✔	TIME	PRIORITY PROCEDURES	NAME OF CONTACT	CONTACT NO.
		Notify Operations Manager/Director immediately		
		Offer emotional support to school community		
		Prevent further suicides		
✔	TIME	OPERATIONS MANAGER OR INCIDENT COMMANDER	NAME OF CONTACT	CONTACT NO.
		Inform Director		
		Mental Health personnel are notified (i.e., school psychologist, school counselor)		
		School Emergency Team is notified		
		Confirm the death, verify details; law enforcement, if appropriate, is contacted		
		In the event of suspected abuse, notify CPS and/or police		
		Contact victim's family: ● Convey school's condolences ● Inquire about the family's wishes for disclosure of information ● Ask about funeral arrangements/procedures for donations ● Determine how parents would like the school to participate in funeral services ● Inform parents that school will return student's belongings ● Informs parents that the school is providing counselors for students and personnel		

		Faculty and school personnel are informed of the death through internal communication systems and/or meeting ● Express condolences to the personnel ● Acknowledge the efforts of the Crisis Response Team ● Review the facts of the death as known ● Announce funeral arrangements if known ● Introduce all outside professionals ● Give a plan for the day as prepared by Crisis Team ○ Team shares information on grief ○ Team covers activities to encourage/discourage ● Distribute announcement to be read to the students, identifies teachers that may require additional support to read the announcement ● Answers questions and concerns of personnel ● Encourages teachers who need assistance reading the announcement to contact Crisis Coordinator Announce debriefing meeting to be held at the end of the day		
		Prepare and send message home to parents/students as		

		appropriate while maintaining confidentiality		
		Appoint Community/Media spokesperson		
		Contact the funeral home ● Review specific funeral arrangements and family's wishes		
		Hold debriefing meeting at end of the day for personnel ● Allows opportunity to find out how personnel are doing and what level of support they may require ● Personnel can share experiences and hear other ideas they can use in their classroom ● Personnel can express their feelings about the crisis ● Personnel can discuss at-risk students and make referrals, as appropriate		
		Prepare or update prevention protocols in case others attempt or complete suicide		
		Ensure faculty and staff attend the funeral to offer support to students		
		Complete incident report and file in the Operations Manager/Director's office		
✔	TIME	SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.
		Secure area and prevent non-essential people from accessing or witnessing the scene, if suicide occurs at school		
		Hold an immediate team meeting to plan for notifying students/faculty/staff of the death and to provide emotional support		

		Prepare faculty and staff by offering accurate and verified information regarding the death. Provide written statement for all to read to classes and make emergency hotline numbers available		
		Identify those particularly affected, such as relatives, friends, classmates, teammates, those with a history of suicide ideation, depression and/or substance abuse		
		Provide substitutes for faculty and staff if they need to go home		
		Coordinate home visits to affected families		
		Identify trauma services needed		
		Prepare the announcement that is to be read by teachers		
		Member assigned to gather deceased's personal belongings for safekeeping		
		Student's name is removed from class rosters, mailing lists and automated attendance call lists		
		Contact feeder schools		
		Identify rooms for screening students		
		Assess risk of contagion		
		Meet with parents, guardians, and families of those at increased risk		
		Reassure and provide a sense of security, a way to remember the deceased and resume routine as appropriate to facilitate recovery		
		Plan schedules and activities for the school day and week		
		Provide safety measures and special services for students, faculty, and staff		

✔	TIME	SCHOOL DEANS	NAME OF CONTACT	CONTACT NO.
		Make home visits to affected families to offer support and referrals if needed		
		Follow up with continued counseling for those who need it		
		Provide outside psychological support—contact local mental health agency or providers		
✔	TIME	SCHOOL FRONT OFFICE	NAME OF CONTACT	CONTACT NO.
		Make an immediate assessment and take any immediate action necessary to provide life support measures, such as CPR, if appropriate		
✔	TIME	ATTENDANCE CLERK	NAME OF CONTACT	CONTACT NO.
		Permit students to leave school only with parental permission and carefully track attendance		
✔	TIME	CUSTODIAL STAFF	NAME OF CONTACT	CONTACT NO.
		Secure area and prevent non-essential people from accessing or witnessing the scene, if suicide occurs at school		
✔	TIME	INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.
		After consultation with local emergency services in charge of the scene, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts and procedures for accessing support		
		Refer all media questions to law enforcement officials		

Weapons - Form

WEAPONS			“Lockdown” “Evacuate” DATE	
A dangerous or deadly weapon as defined by state and federal law includes, but is not limited to a gun, knife, metal knuckles, straight razor, noxious or irritating or poisonous gas, poison, other items used with the intent to harm, threaten or harass students, staff, parents or school visitors				
	TIME	**WITNESS/REPORTED BY**		
		Take safety measures to protect yourself and others		
✔	**TIME**	**PRIORITY PROCEDURES**		
		Stay calm and avoid confrontation if possible		
		Obtain good description of individual and the type of weapon he/she has		
		Notify the Operations Manager/Director or Incident Commander as soon as possible		
		Take safety measures to protect yourself and others		
		Inform police of your observation and be prepared to write a statement		
✔	TIME	OPERATION MANAGER/DIRECTOR	NAME OF CONTACT	CONTACT NO.
		Call 911; provide photo to police if students involved		
		Direct students and staff to ”Clear the Halls,” “Lockdown the School,” or “Evacuate the School”		
		In the event that the incident requires that you “Lockdown the School,” direct staff to lock all hallway and exterior doors		
		Meet with law enforcement upon arrival		
		Attend to the safety of students and staff at all times		
		Assess situation in regard to location of person with weapon and potential for injuries		
		Convene School Emergency Team and decide how the school will respond		
		Contact parent(s), guardian(s), or other close relative(s) of victims		
		Contact Director		
		Issue a press release or assign this task to the Information and Media Representative as deemed appropriate		
		Complete an incident report and file		
		Debrief with School Emergency Team and staff		
✔	TIME	SCHOOL EMERGENCY TEAM	NAME OF CONTACT	CONTACT NO.

		Convene School Emergency Team at the school or relocation site, and decide what additional resources and support will be needed		

	TIME	STAFF	NAME OF CONTACT	CONTACT NO.
		Direct students who are in bathrooms or halls to join closest class and to inform the office about their location		
		Direct students to use alternate evacuation routes away from the incident if the fire alarm is activated, During a gun incident, instruct students to “drop to the floor/ground” or “run into the building quickly”		
		Lock all hallway and exterior doors, if safe to do so; however, no doors should be barricaded or locked in a manner that would prevent rapid evacuation		
		Ask teachers, staff, visitors and students to remain quiet in designated area, on the floor away from windows and doors, and with all lights turned off		
		Remain in “Lockdown the School” mode until theOperations Manager/Director or law enforcement commander gives the “all clear” command		
✔	TIME	INFORMATION AND MEDIA REPRESENTATIVE	NAME OF CONTACT	CONTACT NO.
		After consultation with law enforcement, prepare a written statement for staff to read to students and send to parent(s)/guardian(s) describing the known facts		
		Refer all media questions to law enforcement officials		

Recovery

General Response to Emergencies

Goal
The goal of recovery is to return to learning and restore the infrastructure of the school as quickly as possible. Escuela Popular will focus on students and the physical site, and will take as much time as needed for recovery. One of the major goals of recovery is to provide a caring and supportive school environment.

Action Steps
- Identify recovery roles & responsibilities and training requirements (located in the Preparedness section of this plan).
- Assemble the School Emergency Team and plan post-incident recovery (lead –Operations Manager/Director or Incident Commander).
- Return to the “business of learning” as quickly as possible (lead – School Deans coordinate emotional recovery effort)
- Keep students, families, and the media informed (lead – Information and Media Representative)
- Focus on the building, as well as the people, during recovery (lead – Custodial staff)
- Provide an assessment of the emotional needs of staff, students, families, and responders and determine who needs intervention and what interventions will be employed (lead by Deans)
- Provide stress management during class time for students and staff (coordinated by – School Deans)
- School/classroom-based stress management may be conducted for all students. Those with more severe reactions will be referred for evaluation and possibly counseling.
- The School Deans will offer preliminary counseling services to students and staff. Pre-screened and credentialed community service providers may be consulted for interventions.
- Conduct daily debriefings for staff, responders, and others assisting in recovery.
- Take as much time as needed for recovery (recovery is not linear and individuals recover at different rates).
- Remember anniversaries of emergencies

Emotional Management of Faculty & Staff

During and after a crisis, school leaders and teachers are at risk of succumbing to mental and emotional stress or injury. In schools, we rush to bring in psychologists and social workers to counsel children. We are sometimes too quick to dismiss the idea that we adults may need help too—and that's where we make a mistake.

In crisis, human beings often experience one or more physical responses, including shock or numbness, an adrenaline rush, a raised heartbeat, sweating, and hyperventilation. These are normal responses, part of our fight-or-flight syndrome. We also experience emotional reactions like shock, disbelief, denial, anger or rage, sorrow, confusion, frustration, self-blame, and guilt.

Although we may feel some of these emotions immediately, we may not experience some emotions for days or weeks. These too are normal responses, but sometimes they take us by surprise. If we do not acknowledge their power, they can cause us damage. According to research, some traumatic events are more apt to cause serious reactions than others are. High on the stress list are:

- Human-caused events.
- Events that are life-threatening.
- Events that violate our sense of how the world is or should be.
- Events that attract high media coverage.
- Events that we can identify with.

Crises that involve children in schools often fit all these categories, and adults who must support students and their families through a crisis are vulnerable to stress (critical incidents stress) responses. Many of these responses will emerge within the first 24 hours. Some, unheeded, might not show up for a year or more.

The symptoms vary and are sometimes deceptive. A formerly secure, functional adult may suddenly be unable to concentrate, may get angry or feel violent at the smallest provocation, may feel constantly tired or bored, may be obsessed with guilt, may no longer feel pleasure, or may experience feelings of paranoia or vulnerability.The good news is that there are simple intervention techniques that – especially if they are used soon after the event – can help the caretaker adults understand their reactions and begin to heal. Our Student Services team – made up of administration and Deans– to provide immediate help to faculty and staff. The team will continue support to EP faculty and staff until which time acute cases of psychological trauma have been appropriately treated. The student services team will make referrals for those needing longer term help for more chronic conditions.

Emotional Management of Students

General

The three step process teachers can use when dealing with/explaining a crisis situation to children:

- First – Clear the air
- Second – Process emotions
- Third – Evaluation and resources

What to Expect After Trauma Possible Reactions in Students:

- Feelings of anxiety, worries, and fears about safety of self and others
- Worries about reoccurrence or consequences such as war, as well as worries about school violence
- Changes in behavior:
- Decreased attention and/or concentration
- Increase in hyperactivity
- Changes in academic performance
- Irritability with friends, teachers, events
- Anger outbursts and/or aggression
- Withdrawal
- Absenteeism
- Increased somatic complaints (e.g., headaches, stomach aches, chest pains)
- Discomfort with feelings, particularly those associated with revenge
- Increased likelihood to discuss the gruesome details
- Repeated discussions of event
- Increased sensitivity to sounds (e.g., sirens, planes, thunder, backfires, loud noises)
- Negative impact on issues of trust and perceptions of others, particularly of those that are "different"
- Repetitive thoughts and comments about death and dying

In addition, at home parents may see:

- Changes in sleep or appetite
- Withdrawal
- Lack of interest in usual activities (e.g., after-school activities, time with friends)
- Increased negative behaviors (e.g., defiance) or emotions (e.g., sadness, fears, anger, worries)
- Hate or anger statements
- Denial of impact

Reactions in Teachers:

- Increased irritability and impatience with students and staff (decreased tolerance of minor student infractions- remember, they are trying to cope, too)
- Difficulty planning classroom activities and lessons
- Decreased concentration
- Worries and fears that answers or responses to students could make things worse for them
- Worries about recurrence and repercussions
- Increased concern about school violence (e.g., hypersensitivity)
- Feelings of discomfort with intense emotions, such as anger and fear
- Denial that the traumatic event may impact the students

Reinforce ideas of safety and security. This may be needed multiple times, particularly in response to changes/loud sounds/or other events that may remind the students of the tragedy. After any classroom discussion of the event, end the discussion with a focus on their current safety and a calming activity, such as taking deep breaths, working together on an art project, or having a moment of quiet reflection. Listen to and tolerate your students retelling of events, as well as playing out the events. Maintain a predictable class schedule and rules to provide support and consistency for the students. Schedule specific times for discussion during the school day to allow for opportunities to express their thoughts and feelings about the tragedy.
This may need to be done in multiple classes; however, set limits on scary or hurtful talk (e.g., specific threats of retribution).

Encourage the students to talk about confusing feelings, worries, daydreams, and disruptions of concentration by accepting the feelings, listening carefully, and reminding the students that these are normal reactions (any of these feelings are okay) following a very scary event.

Discuss students' perceptions of media descriptions of events. Information focused on safety will be important. For example, school staff and first responders (e.g., the firefighters, military, police, doctors) are all working together to make us safe (give examples). Review of school safety rules may also be helpful.

Some students might express hate toward a large group of people. It can be helpful to validate their strong feelings of anger. However, it will be critical to help the students separate thoughts and feelings about the specific people who caused the tragedy from generalizing it to larger groups of people, including their classmates or other people they might know (e.g., all people of Arab descent). It may be helpful to have discussions about how world leaders can help with reducing hate and preventing future violent acts.

Students will often process the information about the events at unpredictable times throughout the day. As they try to develop an understanding of what has happened, they may ask questions that may be initially shocking to adults, including questions that have gruesome details or focus on death. Try to respond in a calm manner, answering the

questions in simple and direct terms and helping the students transition back to their activity. Use simple direct terms to describe what happened, rather than terms designed to "soften" the information, which inadvertently further confuses the students. For example, use the term "died", rather than "went to sleep".

Students will often misunderstand information about the event as they are trying to make sense of what happened. For example, they may blame themselves; may believe things happened that did not happen, or may believe that terrorists are in the school. Gently help students develop a realistic understanding of the event.

Students may ask the same types of questions repeatedly, which can be confusing and/or frustrating for the teacher. Understand that students may need to hear the information multiple times before being able to integrate and understand it. Give the students time to cope with fears. Expect some angry outbursts from students. Try to catch students before they "act out", by taking them aside, and helping them calm down and regain control of their behavior. In addition, redirect students who are being irritable with each other which could escalate to direct conflict.

Do classroom activities that will reinforce the message that one person can make a difference to help and heal. Activities can include drawing pictures and sending cards or class projects of collecting pennies or aluminum cans or making origami cranes.

Encourage some distraction times, which would include doing school work that does not require high levels of new learning as well as enjoyable activities. Help students do activities that allow them to experience mastery and build self-esteem.

Expect some brief (temporary) declines in the students' school performance. Consider suspending standardized testing and classroom testing for the rest of the week. Also, consider reducing homework as the school and community heals until the school routine is stabilized.

Provide reassurance to the students that feelings will get smaller and easier to handle over time. Protect students from re-exposure to frightening situations and reminders of trauma. This includes limiting teacher-to-teacher conversations about the events in front of the students.

Maintain communication with other teachers, school personnel, and parents to monitor how the students are coping with the demands of school, home, and community activities. Should difficulties coping with the event persist and interfere with the students' functioning, consider seeking help from a mental health professional. In addition to helping those who are clearly angry or depressed, monitor students who are withdrawn and isolated from others.
Remain aware of your own reactions to student's "trauma. It is okay to express emotions to your students, such as "I am feeling sad about what happened." However, if you are feeling overwhelmed with emotion, it is important to take care of yourself and to seek support from other teachers and staff.

Incident After Action Review (AAR)

Assessment after an emergency is a critical evaluation and learning step in emergency management. Procedures for an after action review include the following:

- Account for all personnel and resources following the emergency
- Hold a non-critical debriefing meeting of all school-based personnel involved in resolving the emergency
- Ensure there is proper follow-up on all necessary areas of concern
- Identify and request any additional resources needed to have school return to normal
- Document findings and implement changes in the emergency management plan to facilitate improvements

FIRE ALARM DEACTIVATION

The following steps must be performed in order:
Simplex Display Board

1. Press Acknowledge (shows trouble area)
2. Press Silence alarm
3. Reset Panel

FIRE SPRINKLER WATER SHUT-OFF

The fire system sprinkler valves are located in the fire riser room. This is the only method that can be used to turn off the sprinklers.

1. Requires a school fire alarm key . Access will need to be made from the triggered fire alarm.

Annex C: Forms and Templates

Serious Incident Report (SIR)

Faculty and staff witnessing or responding to an incident involving students and staff during school related activities, on or off the school campus, are expected to fill out this SIR and return it to the Operations Manager/Director as soon as possible after an incident. This report will serve as a record of the events and will be used for follow-up actions, if needed.

Escuela Popular	
Date/Time & Location of Incident	
Witnesses to the Incident	
Date/Time of Response	
Responders to the Incident	
Description of the Incident: (Provide a chronological and objective summary of the facts. List students/ staff involved, injuries, property damage, etc.)	
Name	
Date	
Signature	

Annex E: Checklists and Questionnaires

Communications Tips for School Administrators

Challenge	Suggested Response
Day One	
Rumor Control A common reaction to fear is to generate rumors or stories to fill in information that is not available. Making an uninformed declaration about information can be empowering for frightened individuals. Crises are fertile ground for rumors, and rumors are unfortunately self-perpetuating.	Clear and frequent communication. Emergency communicators should be involved, visible, and convey leadership. Survivors, victims' families, and local citizens will look to the school for leadership. Its presence will help calm fears and rumor mongering.
Phone Line Jams Natural disasters and major news making events can create massive phone traffic, jamming cellular connections.	Use a combination two-way radio/cell phones and if possible keep one line open to the superintendent's office. If a connection is made, don't hang up, just put the phone down for use later.
Media Intrusion School crises can create a crush of media, often making it hard to distinguish parents and students from journalists. Helicopters and cameras stationed outside the school provide live coverage that can put many lives at risk.	Determine and maintain a perimeter around the school that media may not cross. Ask for law enforcement help in policing violators. Violators may later be denied access to official school or law enforcement briefings.
Scattering of Schools and School Staff Acting on instinct, staff and students facing danger flee the building, often not knowing where they are running. This makes it difficult to ensure that students are moving toward safety, not danger, and makes it difficult to account for students and staff. Parents who come to school often cannot find their children are understandably upset. Natural disasters can disperse children, families, and entire communities. Recent disasters have spawned effective people and even pet locator systems that often involve internet communication.	Establish pre-identified locations (reunion areas) that students and staff should retreat to in the event of an emergency. Ensure that a procedure has been established for releasing students to parent or guardian care; the procedure should be able to account for when and into whose custody the child was released. Provide information about dispersed colleagues and students.
Media Mistakes Fact verification. In the absence of information and the pressure of live coverage, verification of facts is often sacrificed for good pictures and sound.	Establish trust before the emergency strikes. Provide as much information as you can as quickly as you can without speculating or releasing unverified information. Even if all you can say are a few sketchy sentences, you can communicate your concern and compassion and the action being taken to investigate. Advise the media of the potential destructiveness of being wrong.
Challenge	**Suggested Response**
Day Two	

Potential for Eroded Credibility When bad things happen, past behavior is used to predict future actions. When past behaviors are considered good and helpful, the current and future behaviors don't match those expectations, there is a loss of credibility.	Implement trust-building, fear-reducing, credibility fixing behaviors. **Suggestions:** ❑ Provide advanced information. ❑ Ask for input from all, even perceived opponents ❑ Listen carefully. ❑ Demonstrate you've heard, adjust action. ❑ Stay in touch. ❑ Speak in plain language. ❑ Bring victims/involuntary participants into the decision-making process.

Constant Need for Information The need for a constant streaming of information to the community is enormous. Questions and anxieties can escalate.	Organize separate all-school staff and all community meetings to provide information and opportunity to express concerns. Immediately implement information channels that are accessible to all members of the community and media -- an interactive website for questions and answers, an emergency response hotline, and a regularly updated fact sheet.
Panic and Alienation Normal routines and support systems are suspended and survivors can feel very alone and panicked.	Drop-in centers should be made available in several locations throughout the community for parents, students, teachers and others to receive information, counseling, and contact with other grieving members of the school and community.
Media Feeding Frenzies Reporters are scrambling for pictures of students, interviews with school staff and students, and sometimes implement specious means of gaining access to schools and hospitals.	Implement a system for coordinating and responding to media and set parameters for coverage.
Challenge	**Suggested Response**
Day Three and Beyond	
Community Feelings - Bitterness and Blame Victims and victims' families and the school community may feel bitter and may take action that causes divisiveness. There may also be a tendency to place blame or emphasize simplistic solutions to violence or community emergencies.	Care must be taken to sustain open, responsive communication lines with all facets of the school community, particularly the victims and their families. Liaisons to victims should make frequent contact with the families and be responsive to their concerns and needs. In addition, affirming community-wide activities should be scheduled to allow citizens to contribute to memorials and expressions of compassion.
Victims' Feelings - Anxiety, Frustration, Anger Victims (of varying degrees) declare their needs are not being met or considered and resist solutions.	Promote the understanding that victims have a special mentality and their perception and behavior is altered in ways that are fundamentally predictable. Victims designate themselves and determine when they are no longer victims.
Anxiety and Media Interest in Return to School Anxieties escalate around returning to school. There is a heightened media interest in covering the first day back.	Establish drop-in support groups within school during lunch hour and before and after school. Carefully plan re-entry and make adequate counseling support available. Communicate well first day plans and set limits with the media.

Adapted from National Education Association Emergency Communications Guide and Toolkit. Access at www.nea.org/Emergency

Charter School Employee Criminal Record Summary Policy

Charter School Employee Criminal Record Summary Policy (EC 47605.6.F.i; EC 44237) The original content for this policy is in our employee handbook. Escuela Popular School recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers or others. . Escuela Popular School will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which requires that “each employee of the school furnishes the school with a criminal record summary”. All employees must have Live Scan fingerprint results on file with . Escuela Popular School. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to . Escuela Popular School prior to the first day of work. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any and all information obtained by. Escuela Popular School may be taken into consideration in evaluating one’s suitability for employment, promotion, reassignment, or retention as an Employee. . Escuela Popular School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification. Escuela Popular School may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, it will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with Escuela Popular School’s lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so. Employees with adverse background information (such as certain specific criminal convictions) may be ineligible for employment with Escuela Popular School.

Appendix 28: Intent to Enroll Form

New Student (Adult High School) Intent To Enrollment I **Nuevo Estudiante (Adulto de Escuela Preparatoria) Intención de Inscripción**

Intent to enroll - **Intención de inscribirse**

* Indicates required question

Please provide the following information to enroll into Escuela Popular.

Por favor proporcione la siguiente información para inscribirse en la Escuela Popular.

Student Information | **Información del estudiante**

1. Student Name I **Nombre del estudiante** *

2. Date Of Birth | **Fecha De Nacimiento** *

3. *What gender do you identify as?* | **¿Con que género te identificas?** * Dropdown

Mark only one oval.

- Male | Hombre
- Female | Mujer
- Transgender | Transgénero
- Other | Otro

4. *Do you wish to attend morning or night classes?* | **¿Quieres asistir a clases de mañana o de noche?** * Dropdown

Mark only one oval.

- Morning | Mañana (8:30am - 3:40pm)
- Night | Noche (4:15pm - 10:40pm)

5. Please provide your phone number | **Por favor proporcione su número de teléfono** *

6. Please provide your current or last grade of education completed | **Por favor proporcione su grado de educación actual o último completado** *

7. Name of school attending or last school attended | **Nombre de la escuela a la que asiste o última escuela a la que asistió** *

8. Please provide your address | **Proporcione su dirección** *

9. Which language do you speak at home? | **¿Qué idioma hablas en casa?** * Dropdown

Mark only one oval.

- Indigenous | Indigena
- Spanish | Español
- Portuguese | Portugués
- English | Inglés

10. Do you need childcare to attend school | **¿Necesita cuidado de niños para asistir a la escuela?** * Dropdown

Mark only one oval.

- Yes | Sí
- No

11. Which housing types do you have? ~ **¿Qué tipos de vivienda tiene?** * Dropdown

Mark only one oval.

- Room | Cuarto
- House or apartment | Casa o apartamento
- Car | Carro
- Street | Calle
- Temporary shelter | Refugio temporal
- Hotel
- Otro - Por favor indique / Other - Please indicate

Thank you! - ¡Gracias!

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Google Forms

Appendix 29: Enrollment Form

PowerSchool SIS

TT

District Office 25-26 Quarter 2

HS-CTC Reg Form

Demographics

SSID

Legal Name (First, Middle, Last, Suffix Code) , , * , Does Not Apply

Missing required field

Alias Name (First, Middle, Last) , ,

Gender Code * M * F

Birth Date 0/0/0

Age 0 year 0 month

Student Birth Date Verified? - Click to edit DOB Verification -

Student Birth City

Student Birth State/Province (Complete only if born in US, Mexico, or Canada)

Student Birth Country Code
US - United States
MX - Mexico
GT - Guatemala
HN - Honduras
NI - Nicaragua
PE - Peru
SV - El Salvador

Federal Ethnicity and Race - Click to edit Federal Ethnicity and Race -

Is the Student Hispanic or Latino? Ethnicity Missing Indicator: Yes

Race Missing Indicator: Yes

Parent/Guardian Info - Click to edit Parent/Guardian Info -

Father's Name (Last, First)

Mother's Name (Last, First)	
Parent/Guardian Highest Education Level	
Which Parent or Guardian's Education Level was reported above?	
Addresses & Contact Info	**- Click to edit Address Info -**
Mailing Address Street City, State, Zip	 CA
Residential Address Street City, State, Zip	 CA
Primary Residence Used to determine Homeless status	
Date Primary Residence above was updated	MM/DD/YYYY
Is the student Homeless and 21+ years old?	
Student's Home Phone Number XXX-XXX-XXXX	
Student's Cell Phone Number XXX-XXX-XXXX	
Is the student's cell phone number disconnected?	No
Home Language Survey	**- Click to edit Home Language Survey -**
What language do you most frequently use at home?	
Which language did you learn when you first began to speak?	
What language do you use most frequently to speak to others?	
Have you ever taken the ELPAC (English Language Proficiency Assessments for California)?	
In which language do you wish to receive written communications from the school?	
English Learner Info	**- Click to edit English Language Learner Information -**
Primary Language 01 - Spanish 00 - English	
Current ELA Status (Language Fluency)	
Current ELA Status Start Date	
Previous School Information	
Date student first ENTERED the US	MM/DD/YYYY

Date student first enrolled in a US school
(Foreign-born or English Learner) MM/DD/YYYY

Graduation Cohort Year

Previous School Attended in US
If school not listed, please contact EdTec at datasupport@edtec.com

Previous School Street

Previous School City, State, Zip

Previous School Phone XXX-XXX-XXXX

Highest grade level completed prior to enrolling at EP

Date student left previous school

Military Service (USA service)

Program(s) or service(s) your child has received
(Check all that apply)

☐ 504 Plan	☐ English Language Development	☐ Gifted and Talented
☐ Help to improve attendance/behavior	☐ Remedial Math	☐ Resource Specialist Program
☐ Special Day Class	☐ Speech and Language	☐ Other

STAFF USE ONLY

Initial 9th Grade Start Date at EP MM/DD/YYYY **School**

AM or PM Student? AM

ESL/English Initial Placement English 3

Math Initial Placement Does not apply

Income Eligibility

Number of adults in household

Number of children in household

Monthly Household Income

Date Household data was last updated MM/DD/YYYY

Is this student Economically Disadvantaged?

Do you have children?

Child(ren) Information:

	Age	Gender
Child 1		

Child 2
Child 3
Child 4
Child 5
Child 6
Child 7
Child 8
Child 9
Child 10

How did you hear about us?

Verification Date MM/DD/YYYY

Verified By

Comments

Legend

Icons *- Required Field | - Date Entry

Appendix 30: Classified Retirement Plan

Welcome to the
Escuela Popular Class Staff Retirement Plan!

You are now eligible to participate in our retirement plan. Carefully read through the following documents. We highly recommend that you take advantage of this opportunity to save for retirement.

We are excited to offer you this great benefit!

Click the following links to navigate:

I. Plan Highlights
II. Online Enrollment Instructions
III. Participant Support
IV. Summary Plan Description

For more information, please view the instructional guides and videos located on the ***Plan!*** website, www.Alliance-Plan.com. If you have questions, please contact

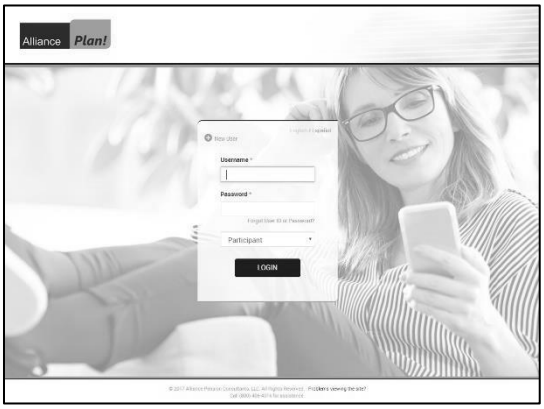
Patricia Reguerin
patricia@escuelapopular.org
Gricela Espinoza
gricela@escuelapopular.org
Escuela Popular
149 N. White Road
San Jose, CA 95127
408-426-6593

Plan Highlights for the
Escuela Popular Class Staff Retirement Plan

How do I Enroll?

You can enroll online by visiting ***Plan!*** at www.Alliance-Plan.com. Select "New User".

- Establish username and password
- Select beneficiary



How do I Obtain Information about my Plan Account?

You have both website (www.Alliance-Plan.com) and telephone (800.406.401k) access to monitor and make changes to your account. Live representatives are available during business hours to help

- navigate the ***Plan!*** website
- reset Username and Password
- set up or make changes to beneficiary information, and more

You will receive a personalized account statement quarterly. The statement shows your account balance as well as any contributions and earnings credited to your account during the reporting period.

Alliance Plan!

Plan Highlights for the
Escuela Popular Class Staff Retirement Plan

What Types of Contributions are Allowed in this Plan?

- employee mandatory contributions
- employee rollover contributions
- employer mandatory contributions

Who can Participate?

All employees become eligible and start participating as of the date you are hired.

How do I Contribute to the Plan?

Mandatory Deferrals
As a participant in this plan, you are required to contribute a mandatory 8.7% of compensation contribution. Employee contributions will reduce your taxable pay, and are fully vested at all times.

Rollovers
If you have an existing qualified pre-tax account, 403(b) tax deferred arrangement or governmental 457 plan with a prior employer or hold a taxable IRA account, you may transfer or rollover that account into the Plan anytime.

How does my Employer Contribute to the Plan?

Mandatory Contributions
The employer will contribute 8.7% of your pay as an employer contribution. Employer contributions are not subject to income taxes.

How do I Become Vested in my Plan Account?
Vesting refers to your entitlement to a benefit from the Plan. You are always 100% vested in your accounts attributable to the following contributions:

- Employee mandatory contributions
- Rollover contributions

Employer contributions, plus any earnings they generate, are vested as follows:

Years of Vesting Service	Vesting Percentage
< 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

Plan Highlights for the
Escuela Popular Class Staff Retirement Plan

When can Money be Withdrawn from my Plan Account?

In-Service
You may receive a distribution from the Plan prior to termination of employment, provided you have attained age 59½. You may also withdraw your rollover contributions at any time. Please note that you must be 100% vested in your account to take an in-service withdrawal.

Severance from Employment
Money may be withdrawn from your account in these events:

- Termination
- Death

May I Borrow Money from my Account (Loans)?
Yes. Loans are limited by the following rules:

- The maximum amount is lesser of one half of your vested account balance or $50,000
- The minimum amount is $1,000
- All loans must be repaid within five years
- You may have 1 loan outstanding at a time

Other requirements, limits and fees may apply. Refer to the Loan Program for more details about this participant loan feature.

Loans can be initiated via the ***Plan!*** website (www.Alliance-Plan.com).

Plan Administrator
The Plan Administrator is responsible for the day to day administration and operation of the Plan. The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Below is the name, address and telephone number of the Plan Administrator:

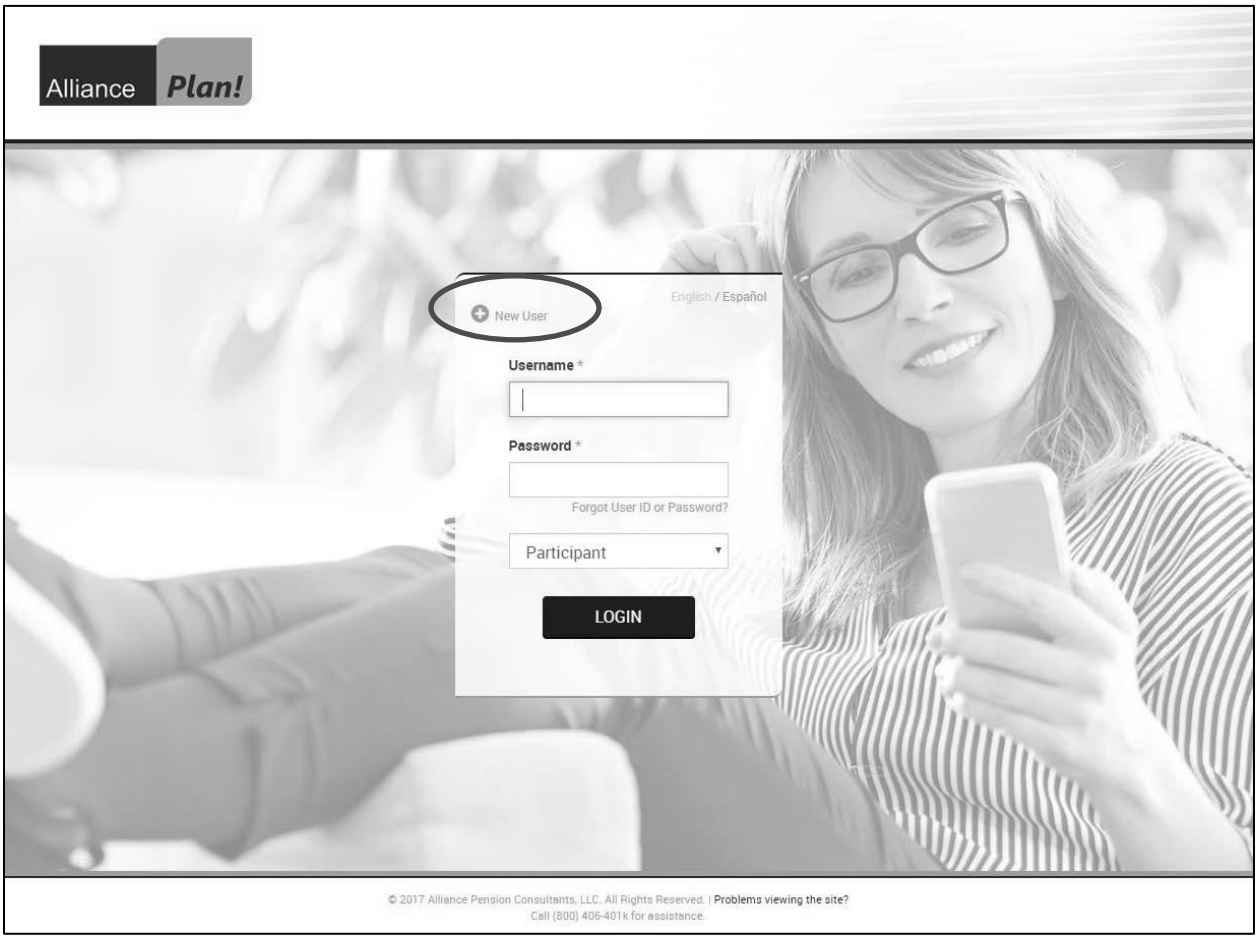
Escuela Popular
149 N. White Road
San Jose, CA 95127
408-426-6593

Summary Plan Description
The above highlights provide only a brief overview of the Plan's features and are not a legally binding document. A more detailed summary is provided in the Summary Plan Description (SPD) and is available on the ***Plan!*** website. Please read it carefully and contact your Plan Administrator if you have any further questions.

A Guide to Online Enrollment
Instructions for New Web Users

Go to www.Alliance-Plan.com.

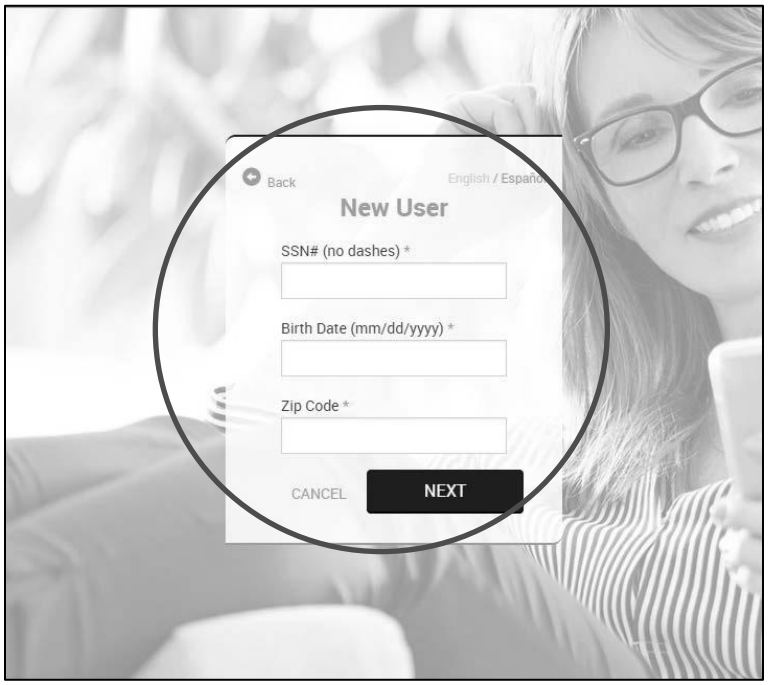
Click on "***New User***" to get started.



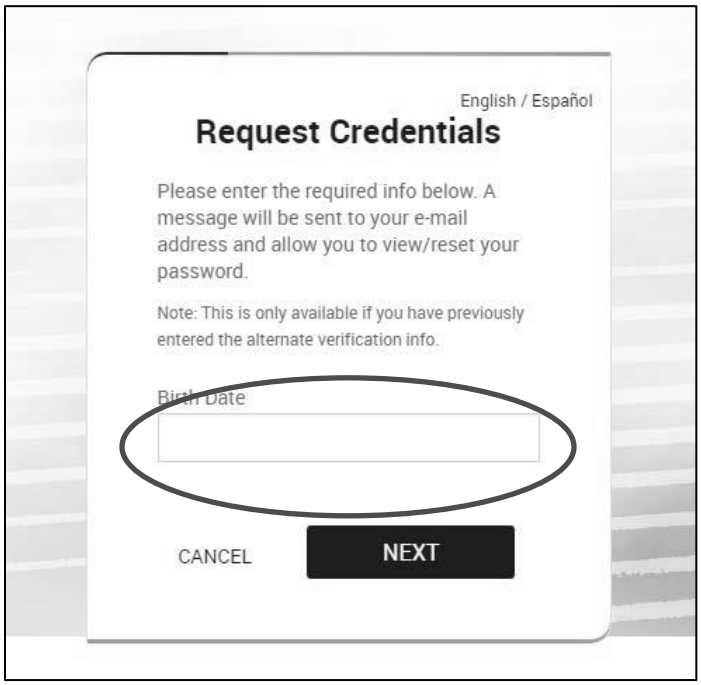
IMPORTANT NOTE: Your elections and changes will not be processed until all enrollment steps are completed and submitted. You will receive a confirmation once submitted (see the last page of this instruction guide for more information).

1 **Security Setup.** Upon selecting “New User”, you will begin the first section, which asks you questions that initiate the enrollment process and establish security protocol.

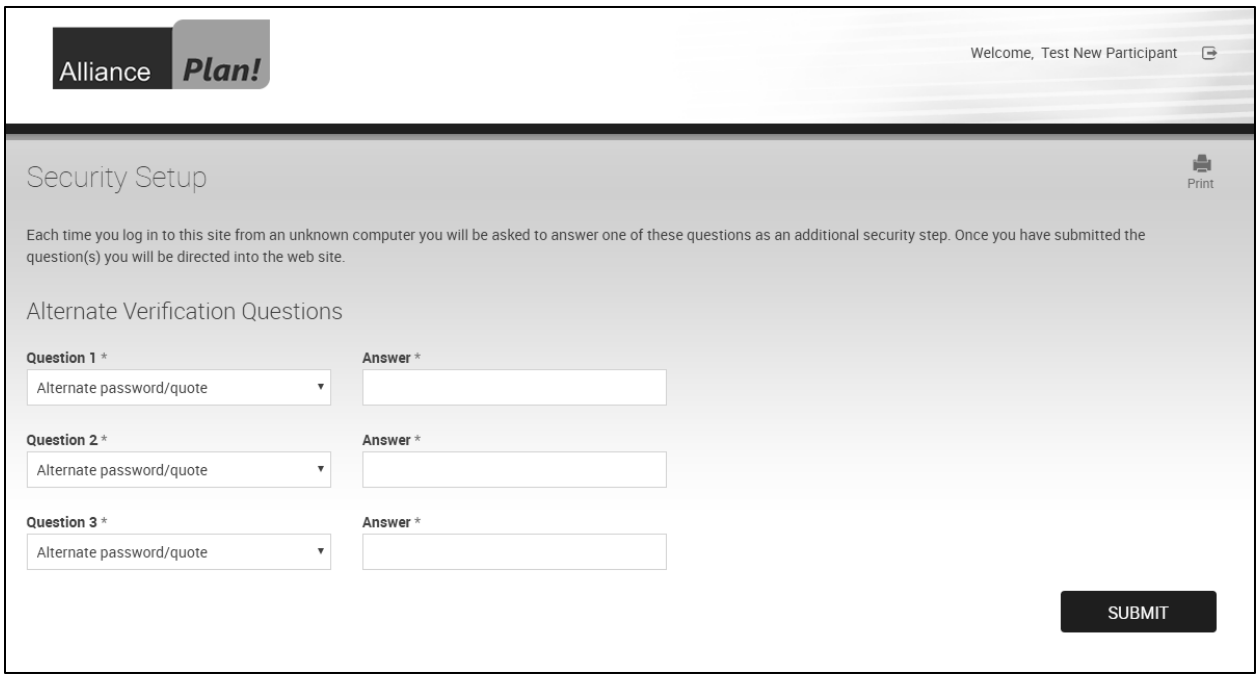
A. Enter your **Social Security Number** (without dashes), **Birth Date** (MM/DD/YYYY) and **Zip Code** (5 digits only), then click **Next.**



B. For security, once again enter your birthdate (MM/DD/YYYY), and click **Next.**

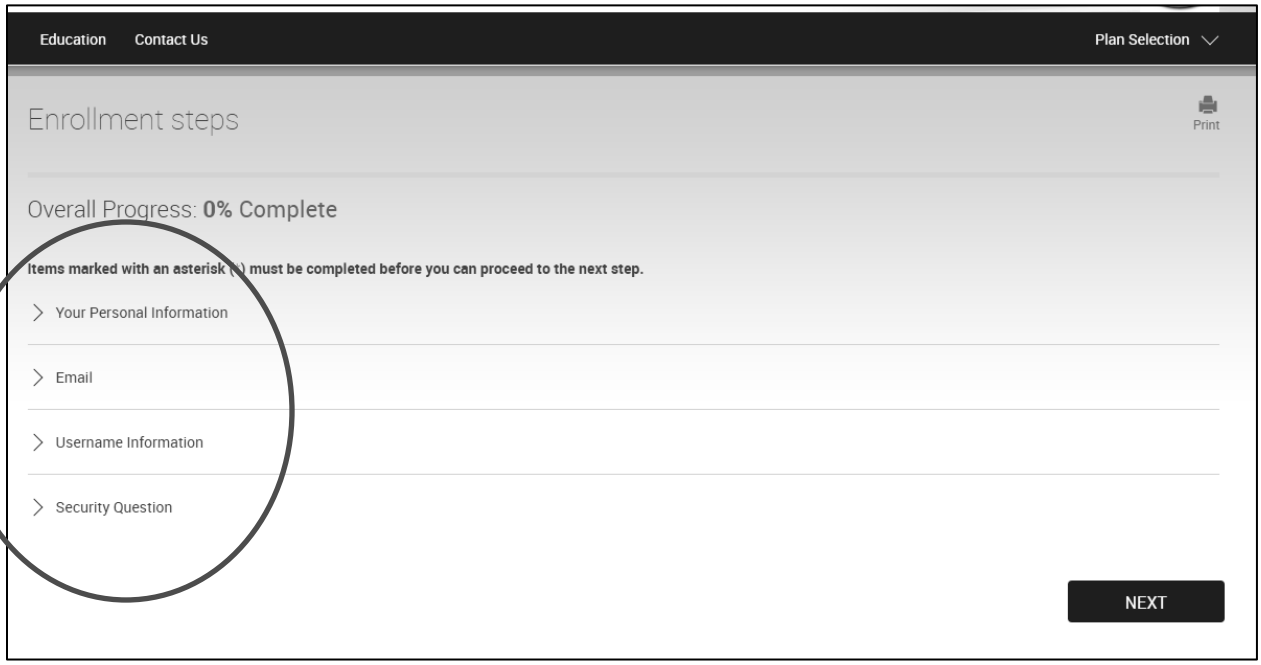


C. **Security Questions.** From the drop down menus, choose three different questions and fill in your answers. These will be used in the future to verify your identity when logging in from a new computer or mobile device. When finished, click **Submit.**



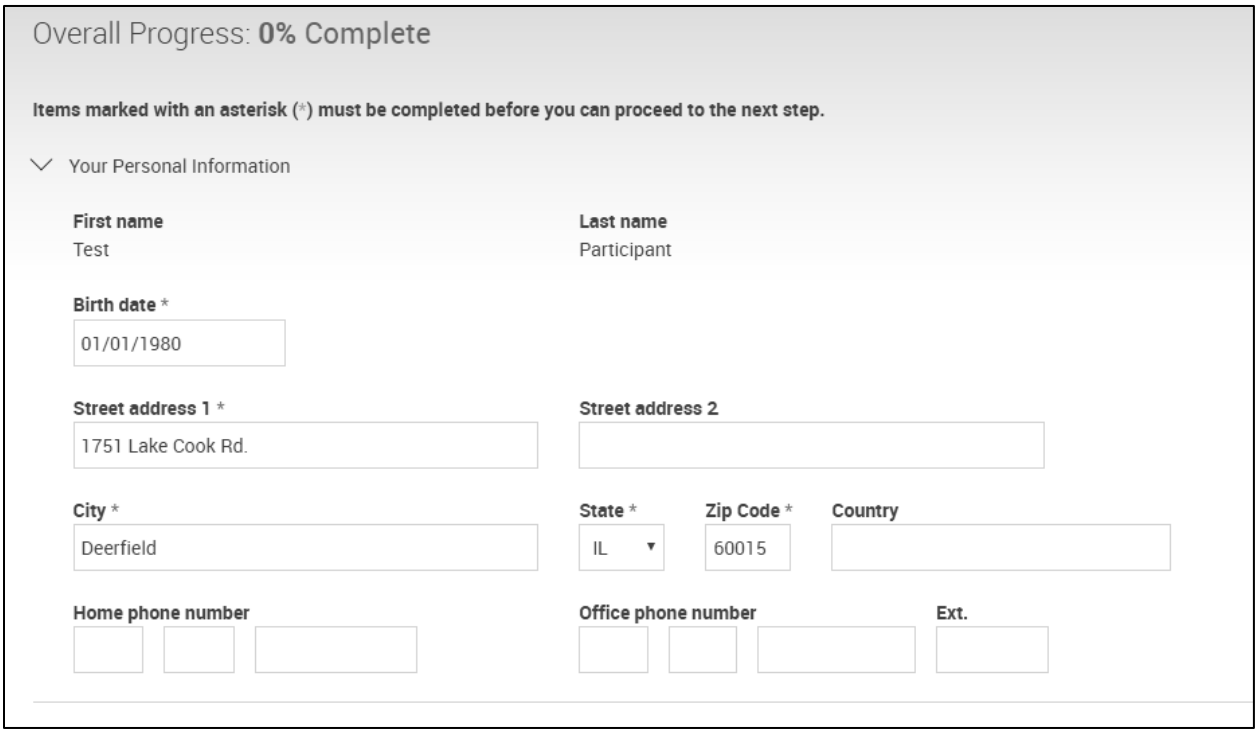
Continue to Step 2 ----->

2 **Enter and Review Your Personal Information.** Within the 4 dropdown menus on the screen, you must review and/or enter information as listed below.



A. Your Personal Information

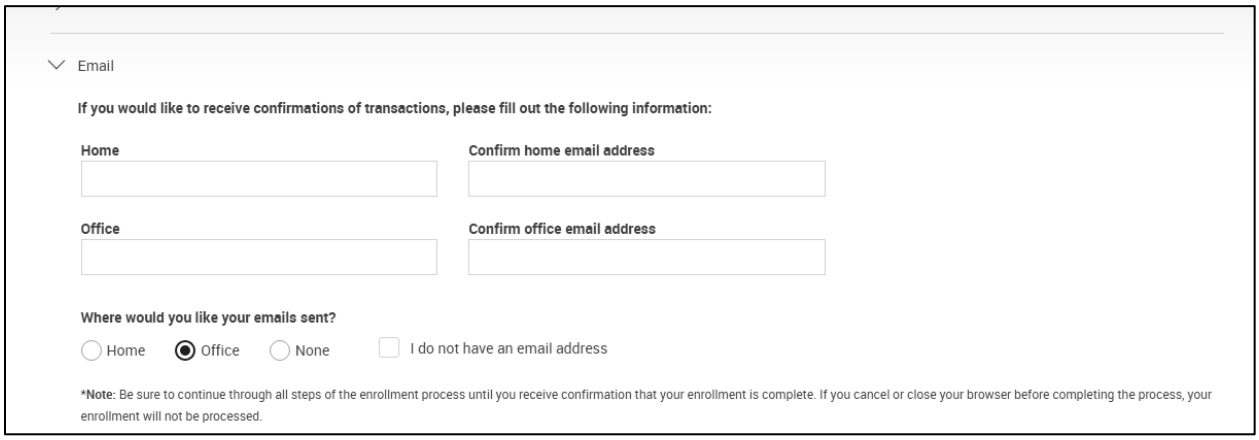
Review the information listed to ensure that it is accurate. You may add a phone number, but it is not required. **If your address is not correct, you must contact your Plan Administrator immediately to have the information updated.**



B. Email

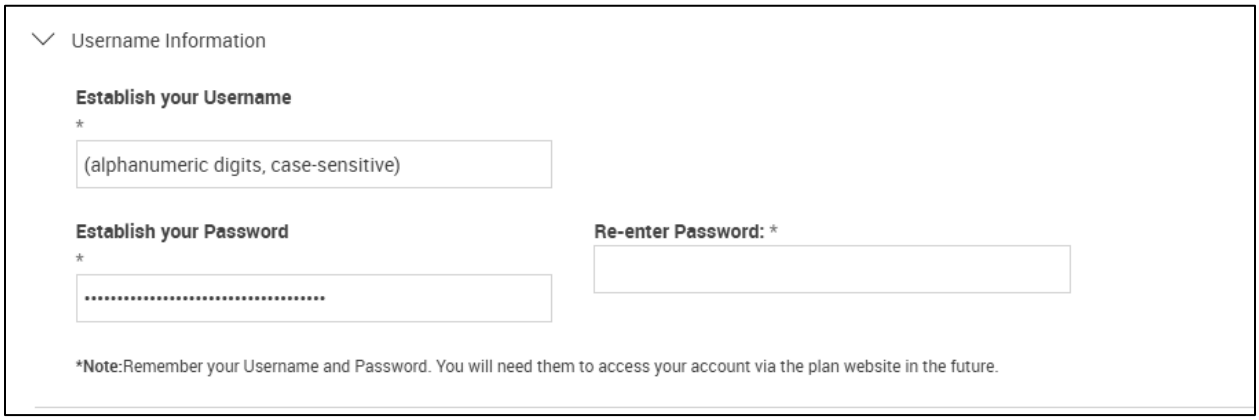
Enter a home and/or office email address and choose where you'd prefer emails to be sent (home or office). If you do not have an email address, you can check the "I do not have an e-mail address" box.

NOTE: Your email will **ONLY** be used for plan-related communications such as transaction confirmations and important messages.



C. Username Information

Enter your new Username and Password. Your Username must be 6-12 characters in length, and your password must be 8-15 characters in length. In addition, both must contain at least one letter and one number.



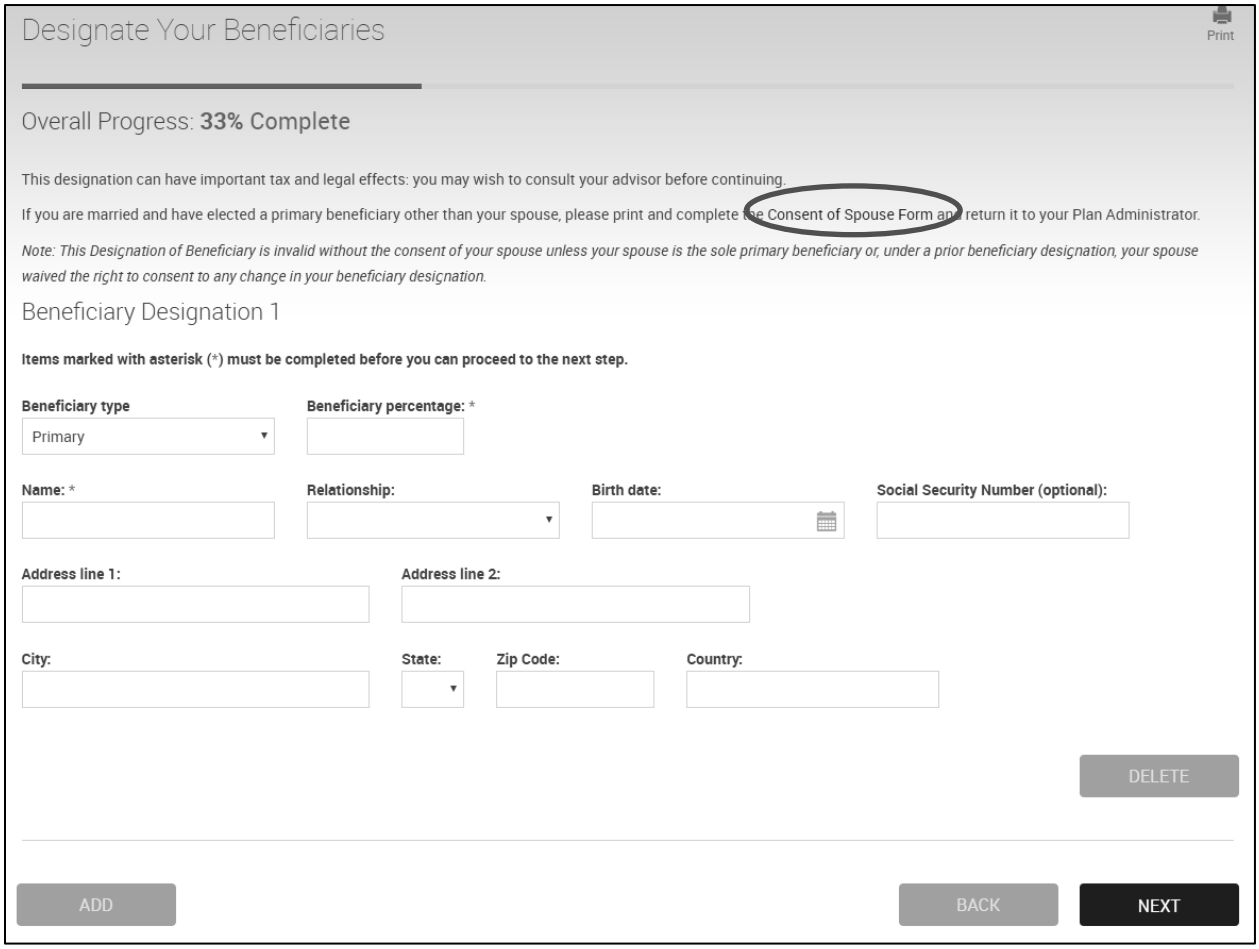
D. Security Question

You may review your security question responses from the previous step. Click **Next**.

Continue to Step 3 ----->

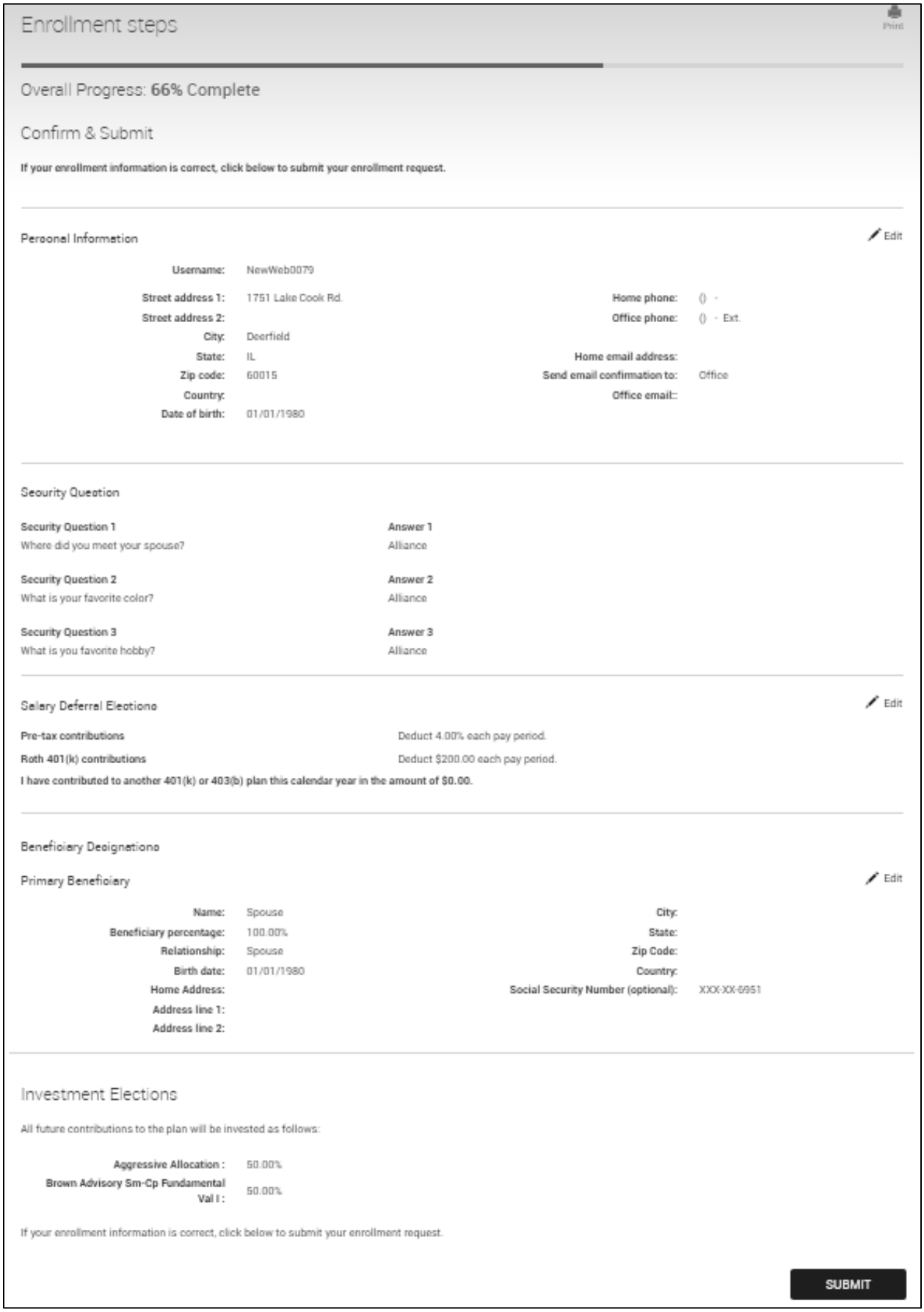
3 **Designate Your Beneficiaries.** Enter Beneficiary Information for primary and secondary (contingent) beneficiaries; click the "Add" button to list each new person. Beneficiary totals must add up to 100%. Click **Next.**

*Note: If you are married, spousal consent is <u>required</u> should you designate anyone other than your spouse as your primary beneficiary. The **Consent of Spouse Form** is provided for you to print. Your spouse must sign this form in the presence of a Plan Representative or a Notary Public.*



Continue to Step 4 ----->

4 **Confirmation.** Review your entries to verify that they are correct, and click **Submit.** You can edit any of the sections by clicking the **Edit** button in that specific section.



Enrollment steps

Print

Overall Progress: **66%** Complete

Confirm & Submit

If your enrollment information is correct, click below to submit your enrollment request.

Personal Information

Edit

Username:	NewWeb0079		
Street address 1:	1751 Lake Cook Rd.	**Home phone:**	() -
Street address 2:		**Office phone:**	() - Ext.
City:	Deerfield		
State:	IL	**Home email address:**	
Zip code:	60015	**Send email confirmation to:**	Office
Country:		**Office email::**	
Date of birth:	01/01/1980		

Security Question

Security Question 1	**Answer 1**
Where did you meet your spouse?	Alliance
Security Question 2	**Answer 2**
What is your favorite color?	Alliance
Security Question 3	**Answer 3**
What is you favorite hobby?	Alliance

Salary Deferral Elections

Edit

Pre-tax contributions	Deduct 4.00% each pay period.
Roth 401(k) contributions	Deduct $200.00 each pay period.

I have contributed to another 401(k) or 403(b) plan this calendar year in the amount of $0.00.

Beneficiary Designations

Primary Beneficiary

Edit

Name:	Spouse	**City:**	
Beneficiary percentage:	100.00%	**State:**	
Relationship:	Spouse	**Zip Code:**	
Birth date:	01/01/1980	**Country:**	
Home Address:		**Social Security Number (optional):**	XXX-XX-6951
Address line 1:			
Address line 2:			

Investment Elections

All future contributions to the plan will be invested as follows:

Aggressive Allocation :	50.00%
Brown Advisory Sm-Cp Fundamental Val I :	50.00%

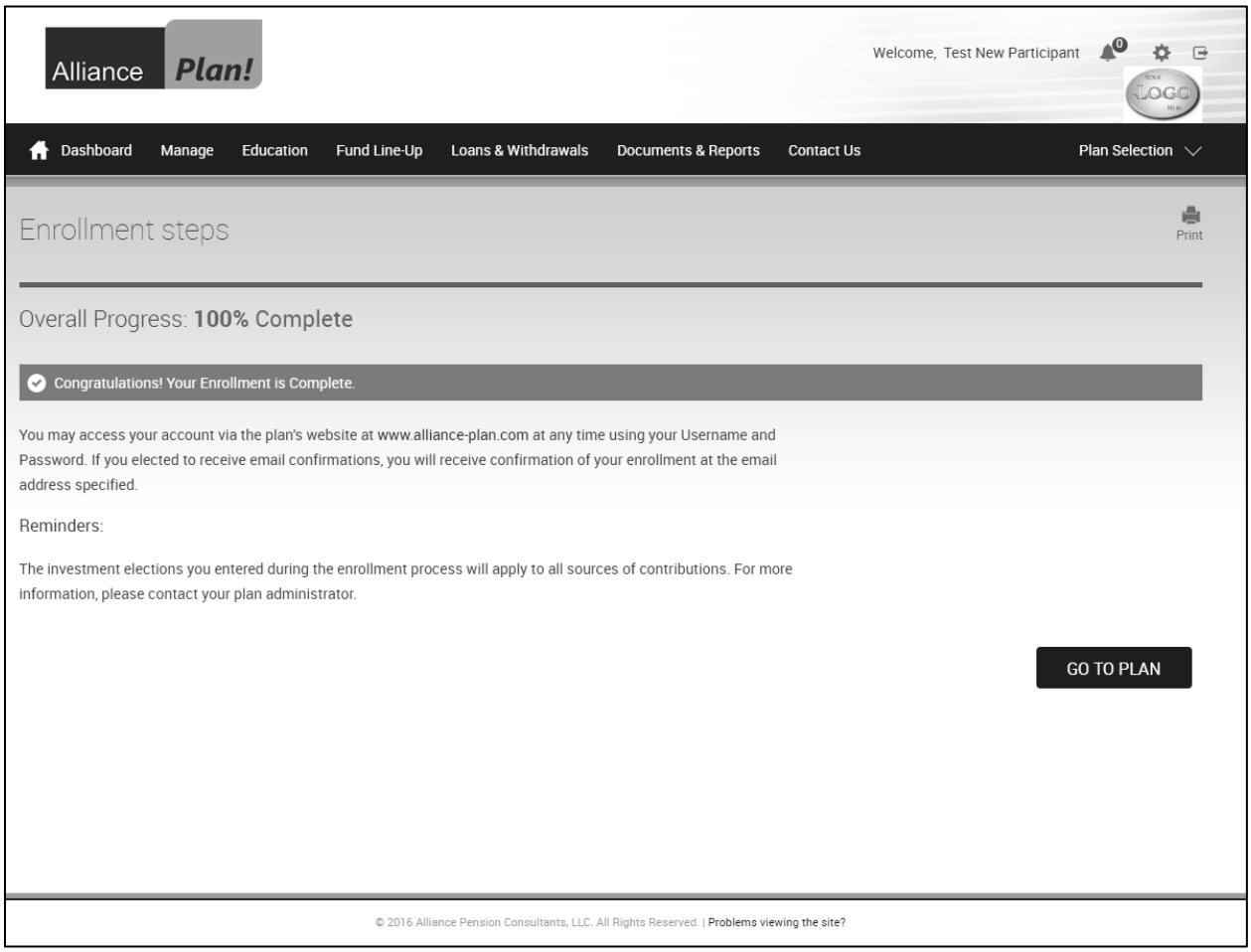
If your enrollment information is correct, click below to submit your enrollment request.

SUBMIT

You are now enrolled!

Make future changes by logging onto www.Alliance-Plan.com. You can also click **GO TO PLAN** to visit your Participant Dashboard and view the various tools of the website.

If you have questions, please call ***800.406.401k***.



Alliance *Plan!*

Participant Support

For those who require additional assistance* - highly trained, knowledgeable, real-live Reps can be reached by calling 800.406.401k to help you

- navigate the ***Plan!*** website www.Alliance-Plan.com
- find forms and documents
- change your contribution rate and investment elections
- transfer between funds
- reset Username and password
- set up or make changes to beneficiary information, and more

After dialing the 800#, press “1” to speak with a live representative.

If you wish to utilize the automated service, you may continue into the automated system by pressing “9” and entering your Social Security Number and Personal Identification Number (PIN) and press #. If you have not established a PIN, it will be the last 4 digits of your Social Security Number.

* *Representatives cannot provide investment or tax guidance or advice and are limited to providing account management assistance.*

ESCUELA POPULAR CLASSIFIED STAFF

RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

(August 1, 2004)

ESCUELA POPULAR CLASSIFIED STAFF RETIREMENT PLAN
Summary Plan Description
(August 1, 2004)

I. INTRODUCTION

Escuela Popular Accelerated Family Learning Center (the "School") maintains the Escuela Popular Accelerated Family Learning Center Retirement Plan (the "Plan") for the classified staff employees of the School. This document is a summary of the formal Plan provisions that are in the Plan document, and the Plan document will prevail over any inconsistency between this summary and the Plan document. If you have a question regarding the Plan or this summary, or if you would like a copy of the Plan document, please ask the Retirement Plan Coordinator mentioned in Part II, below.

The Plan is a defined contribution plan that requires both employee and employer contributions. This means that a portion of the contributions to the Plan go into an account set up on your behalf, and that your pension benefit under this Plan is equal to the balance in that account. The Plan is tax-qualified under §401(a) of the Internal Revenue Code, which means that you will not pay income taxes on contributions to the Plan, nor on interest and other earnings within the Plan, though you will pay income taxes on payments made to you from the Plan.

Because the School is an instrumentality of the State of California, the Plan is not subject to federal pension law (called the Employee Retirement Income Security Act of 1974 or "ERISA"), but is subject to California laws. This means that any dispute you may have regarding your benefit in the Plan will be resolved under California law, not federal law.

II. GENERAL INFORMATION

Plan Administrator Information

The terms of the Plan are determined by the School's Board of Directors. The School's Retirement Plan Committee (the "Committee") is responsible for seeing that the terms of the Plan are properly administered. Although most of your questions about the Plan can be answered by the Retirement Plan Coordinator, the Committee will respond to any question that cannot be answered by the Retirement Plan Coordinator. Members of the Committee are appointed, and may be replaced, by the School's Board of Directors. The address and telephone number of the Committee are:

Escuela Popular Retirement Plan Committee
_____, Retirement Plan Coordinator
1180 East Julian Street
San Jose, CA 95116

Tel: _____
Fax: _____

The individuals serving on the Committee are listed on Appendix A.

Plan Trustee Information

The Plan's assets (that is, the money and securities held by the Plan) are held in a trust account at a financial institution. The Trustees of the trust hold all Plan assets for the benefit of the Plan's participants. All benefit payments will be made from that trust. The individuals serving as Trustees are listed on Appendix A.

The Trustees can be reached by addressing correspondence to the attention of any of the individual Trustees at the same address as that of the Committee.

III. ELIGIBILITY

In general, you will be eligible for both employer and employee contributions described in Section IV for any month you are employed by the School and you are not covered under another School-sponsored retirement plan. Participation in a §403(b) arrangement does not affect your eligibility to participate in the Plan.

IV. CONTRIBUTIONS

As discussed below, the Plan requires you to make a mandatory employee contribution, requires the School to make a mandatory employer contribution, and (if you wish) allows you to make rollover contributions from another plan in which you may participate.

Contributions

You are required to contribute 8.7% of your pay as an employee contribution. "Pay" means your taxable W-2 pay adjusted by adding back employee contributions, and any 403(b) and cafeteria plan contributions you elect to make. Employee contributions will reduce your taxable pay, and are fully vested at all times. The School will remit to the Plan your employee contributions earned in a calendar month no later than the end of the next calendar month.

The School will contribute another 8.7% of your pay as an employer contribution. Employer contributions are subject to the vesting schedule described in Article V. The School will remit employer contributions earned in a calendar quarter no later than the end of the following calendar quarter.

You may deposit into the Plan distributions you have received from other tax-qualified plans and arrangements. Such a deposit is called a "rollover" contribution and will be placed in a separate rollover account. You should consult your personal tax advisor to determine if a rollover to the Plan is available and in your best interest. The School will not allow your rollover unless you can demonstrate that the rollover is proper under the tax rules.

V. VESTING

Employee contribution and rollover amounts in the Plan are always fully vested. Employer contribution amounts vest according to the following schedules:

Years of Service	Employer Contributions Account
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5	100%

To the extent your account is vested, it cannot be taken away from you. To the extent your account is unvested, you must continue to earn employment credit with the School in order to become vested. If you terminate employment with the School and take a distribution of the vested portion of your account, you will forfeit the unvested portion of your account. If you return to employment with the School, your forfeited account will be restored if you repay your prior distribution within 5 years of your previous termination. If you terminate employment with the School and leave a portion of your vested account in the Plan, you will forfeit the unvested portion of your account after you have been absent from service for 5 years. Forfeitures are used by the Plan to offset future employer contributions.

A "year of service" is a 12-month period of continuous employment with the School. You will be treated as having been employed for a month if you earned any compensation during that month. Service with the California Charter Academy earned before the School became a separate entity will be treated as employment with the School. If you terminate employment and return within 1 year, your period of absence will still be counted as employment. If you are employed, but perform no services (perhaps due to a leave of absence), you will be treated as no longer employed after 12 consecutive months of having performed no services. No months will be duplicated, and special credit rules apply for maternity and paternity leaves.

VI. DISTRIBUTIONS

While You Are Still Employed

When you attain age 59½, you may request a distribution of any amount from the fully-vested portion of your account. No more than 1 distribution per calendar quarter may be made to you.

After You Leave Employment with the School

When your employment with the School ends, you may request a distribution of any amount from the fully-vested portion of your account. If your vested account exceeds $5,000, no distribution will be made to you unless and until you consent to the distribution, though you must begin taking distributions no later than the April 1 following the year you turn age 70½. If your account is not more than $5,000 when you terminate employment, it will be distributed to you without your consent.

If you are married at the time of your death, your spouse will be your beneficiary unless you select another beneficiary in writing on an approved form. If you designate someone other than your spouse as your beneficiary, your spouse must consent to the designation, in writing and witnessed by a notary or a plan representative. If your spouse has properly waived any right to your account, or if you are unmarried at the time of your death, then your account will be paid to your designated beneficiary. Your account generally must begin to be paid to your beneficiary over his or her life expectancy by the end of the year following your death, except that if your spouse is the beneficiary payments may begin as late as the year you would have attained age 70½. Alternatively, your beneficiary may elect to have your entire account distributed as late as, but no later than, the end of the 5th year after your death.

Taxes and Rollovers

Distributions from the Plan that you do not directly transfer to another plan or individual retirement account (IRA) are subject to 20% federal tax withholding (plus state tax withholding), and then taxed in full on your tax return for the year in which you receive the distribution. A 10% penalty may apply to your distribution if it is paid to you before you reach age 59½, though an exception may apply depending on the circumstances of your distribution. You may reduce or defer the tax due on your distribution by rolling all or a portion of it to an IRA or another qualified employer plan within 60 days of receiving the distribution. When you receive a distribution, you will be given a more detailed explanation of these tax and rollover rules. You may also want to consult with your tax advisor.

VII. LOANS

You may request a loan from your account, subject to a number of requirements and administration fees. In general, you may request a loan if you are an active employee with an account balance. Principal and interest payments you make will be credited back to your account and any default will reduce your account. The minimum loan amount is $1,000 and the maximum loan amount is the lesser of (i) 50% of your vested account balance or (ii) $50,000 (though this amount is reduced if you had a loan outstanding in the preceding year). Although you may use the loan proceeds however you wish, the loan may have a term of no more than 60 months, will bear interest at 2% above the prime rate (as published in the Wall Street Journal), must be paid off through regular payroll

deductions from your pay, and will be due and payable in full 30 days after your termination of employment. A temporary suspension of loan payments is available for an approved leave of absence. You may have only 1 loan outstanding at any one time. A fee will be imposed upon the setup of a loan, and an administration fee will be imposed each year the loan is outstanding. You should refer to the Plan's loan policy for more complete loan information.

VIII. INVESTMENTS

Your Money Is Held In Trust

All amounts contributed to the Plan are held in a trust fund by a Trustee (or several Trustees). The Trustee is the legal owner of the assets of the Plan, and is responsible for the safekeeping and proper disbursements of plan assets.

Plan Investments

Although the Trustee holds the assets of the Plan, the Retirement Plan Committee selects and monitors the available investments in which your account will be invested. A description of the Plan's investments is set forth in Appendix B.

IX. DOMESTIC RELATIONS ORDERS

In general, nobody (such as your creditors) can take your account away from you while it is in the Plan. However, the Plan will recognize a state court domestic relations order ("DRO") that allocates a portion of your account, ordinarily in connection with a marriage dissolution, for the benefit of your spouse, former spouse, child or other dependent. On request, the Plan will provide you, and anyone the School believes may attempt to file a DRO with the Plan, with a copy of the Plan's procedures relating to the administration of DROs. You should obtain a copy of these procedures as early as possible in any proceeding that is likely to result in the issuance of a DRO with respect to your account. If you are an individual (such as a former spouse of a participant) for whom an account has been established under the Plan pursuant to a DRO, you may (i) designate a beneficiary should you die before your account is distributed to you in full and (ii) request a distribution even though a distribution may not yet be available to the participant.

X. OTHER MATTERS

USERRA

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") provides you special rights under the Plan should you leave the School to perform military service. These special rights relate to contributions, loan payment suspensions and service credit. If you leave to serve in the military, you should contact the School for more information about your rights.

Plan Expenses

The School may require the Plan to pay for some or all costs of Plan administration. These costs include fees for accounting, auditing, consulting, legal and investment advice. Currently, the School (and not the Plan) is paying most of the costs of Plan administration with participants paying only the costs of certain transactions associated with their account (such as loan fees) and investment management costs. The School intends that the Plan will eventually pay a greater portion of administration costs. The School will inform you in advance when these additional costs will be charged to the Plan.

Your Rights

As a participant in the Plan you are entitled to:

- Examine, without charge, all Plan documents, including Plan descriptions. This examination may take place at the School's office and at other specified employment locations of the School.
- Obtain copies of all Plan documents described in the paragraph above upon written request to the School. A reasonable charge may be imposed.

In addition to creating rights for Plan participants, the law imposes duties upon the people who are responsible for the operation of the Plan. Those people are called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of you and other participants and beneficiaries. No one, including the School or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights.

If you have a claim which is denied or ignored, in whole or in part, you may file suit in a state court. If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may file suit in a state court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have questions about the Plan, contact the Committee.

XI. CLAIMS

Informal Benefit Claim

You (or your beneficiaries) may obtain Plan benefits by making informal requests as explained on routine forms available from the School. If your informal claim is denied and you believe that you are entitled to benefits, you or your authorized representative may make a formal claim for benefits. You should not file a lawsuit until you have followed all the steps required by the claims procedures (including appeals) and obtained an adverse benefit determination, unless the School significantly misapplies the formal claims procedures.

Formal Benefit Claim

All formal benefit claims under the Plan should be made in writing addressed to the Retirement Plan Committee under these claims procedures that are designed to ensure and to verify that benefit claim determinations are made in accordance with the Plan document, and that the Plan's provisions have been applied consistently with respect to similarly situated claimants.

If your formal benefit claim is denied, you will be notified within a reasonable period of time, but not later than 90 days after receipt of the claim by the Committee, unless special circumstances require an extension of time for processing the claim. If an extension is required, you will be given written notice before the end of that 90-day period. Any extension will not exceed an additional 90 days (30 days, for a disability claim), and will state the reasons for the extension of time, the unresolved issues, the additional information needed and the date by which the Committee expects to make a determination. Notice of an adverse benefit determination may be written or electronic, and will state the reason(s) for the adverse determination, reference the specific Plan provisions on which the determination is based, describe any additional material or information necessary for you to perfect the claim, explain why such material or information is necessary, describe the Plan's review procedures and the time limits applicable to such procedures.

Appeals

You will have 60 days following receipt of a notice of adverse benefit determination to appeal the determination, including an opportunity to submit written comments, documents, records, and other information relating to your claim. You will have, on request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. The review will take into account all comments, documents, records, and other information you submit, without regard to whether such information was submitted or considered in the initial benefit determination. You will be notified of the determination on review within a reasonable time period, but not later than 60 days after receipt of your request for review, unless special circumstances require an extension of time for processing the claim. If an extension is required, you will receive written notice of the extension before the termination of the initial 60-day period, and the extension will not exceed an additional 60 days. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the determination on review.

You will receive written or electronic notification of the determination on review in the same manner as notification of an adverse determination. In addition any voluntary appeal procedures offered by the Plan will be described.

XII. AMENDMENT AND TERMINATION OF THE PLAN

Amendment

The School has the right to amend the Plan at any time. In no event, however, will any amendment (i) authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries, (ii) cause any reduction in the amount credited to your account, or (iii) cause any part of the Plan assets to revert to the School or its affiliates.

Termination

The School has the right to terminate the Plan at any time. If the Plan is terminated or if all contributions to it are suspended, all participant accounts in the Plan will become fully vested.

* * *

Appendix A

[List of Committee Members and Trustees]

Appendix B

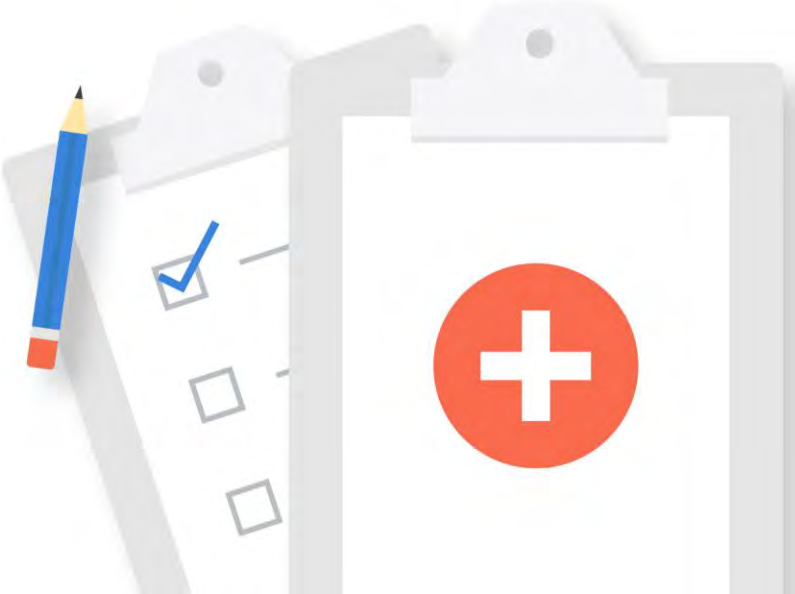
[Description of Plan Investments]

Appendix 31: Benefits for Certificated and Classified Staff

EscuelaPopular

Educates to transform **lives.**

EMPLOYEE BENEFITS GUIDE



January 1, 2025 – December 31, 2025

Welcome to Escuela Popular's Employee Benefits Program!

Escuela Popular is dedicated to transforming the lives of students by offering educational services that meet their needs. Escuela Popular started as a community based grassroots school to address the growing need for English classes in east San Jose and has been providing educational services since 1986. In the 37 years of service, Escuela Popular has sustained itself and continued to grow from the support of its student body and dedicated employees like you.

As an employee of Escuela Popular, you are a vital member of the school community effort to realize this success. All of our employees have been carefully selected and not only have the skills needed to do the job but are passionate about our mission. Our employees understand that teaching is an act of love and that learning is a lifelong activity. Because we consider our employees our most valuable resource, Escuela Popular strives to keep our benefits and compensation plans comprehensive.

Escuela Popular encourages everyone to proactively participate. We welcome feedback and suggestions at all levels of the organization. There is always room for improvement and we are committed to quality. With everyone's help we can continue to operate at the highest possible level.

We are delighted that you have joined us and we hope that you will have a successful and rewarding career with Escuela Popular.

Sincerely,

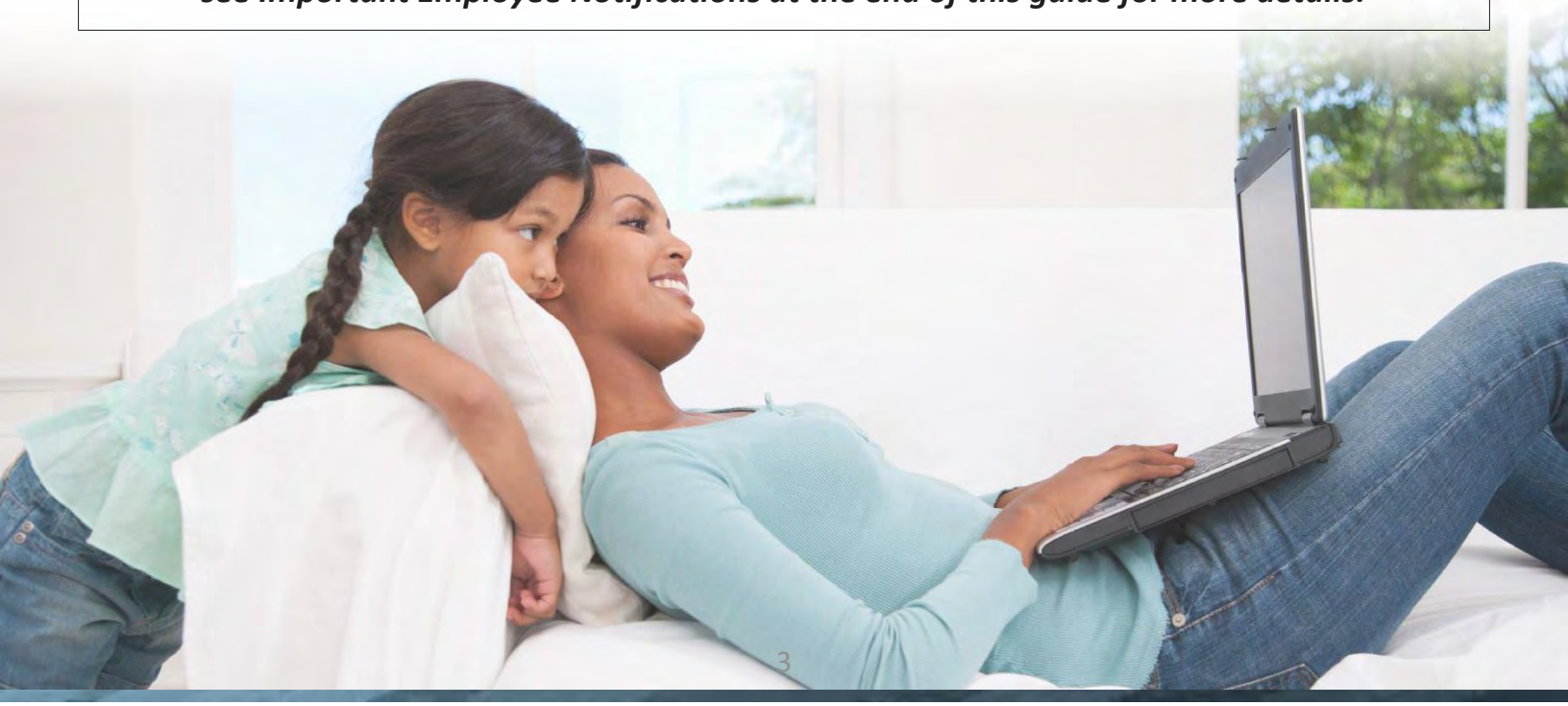
Patricia Reguerin

Executive Director

BENEFITS AT A GLANCE

BENEFITS	COVERAGE OPTIONS
Medical	• Kaiser HMO $15 High Option • Kaiser HMO $30 Low Option
Dental	• Humana Dental PPO Unlimited
Vision	• Humana VSP Vision
Life	• Mutual of Omaha Basic Life/AD&D • Mutual of Omaha Voluntary Life/AD&D
Additional Benefits	• Mutual of Omaha Employee Assistance Program (EAP) • The Advantage Group Flexible Spending Accounts (FSA) • LegalShield/IDShield Voluntary Legal/ID Theft Protection Plans • ASPCA Voluntary Pet Insurance

Please Note: If you have Medicare or will become eligible for Medicare in the next 12 months, a Federal law gives you more choices about your prescription drug coverage. Please see Important Employee Notifications at the end of this guide for more details.



YOUR EMPLOYEE SUPPORT CENTER (ESC)

FLEXIBLE SOLUTIONS FOR *your* BENEFITS NEEDS

Gallagher's Employee Support Center provides a dedicated team of specialized representatives ready to assist employees and dependents. Your Employee Support Center (ESC) is available to you via a toll-free hotline Monday through Friday, 8a.m. to 4p.m. (PST) or via email inquiry.

The ESC team can support you as you utilize your benefits by providing education and issue advocacy when necessary. The licensed representatives will work with both providers and the insurance companies on your behalf while protecting the privacy of your healthcare information. You can also contact the ESC if you have questions or need assistance selecting the right health insurance plan for you and your family.

HOW CAN WE HELP?

Don't know where to turn?
We guide the way.
Find providers, arrange treatments and tests, coordinate pre-authorizations and referrals.

Confused by health insurance?
We bring clarity.
Full plan education, plan benefits comparison, transition of care for new members, review of claims, payments and outstanding invoices.

Want to save on healthcare?
We help find solutions.
Investigate coverage denials, negotiate payment arrangements with providers, provide information for non-covered services.

Look for this icon throughout this guide for helpful tips from your Employee Support Center!

RELIABLE, CONFIDENTIAL ANSWERS.

Our personal, one-on-one, bilingual and highly experienced team members will explain every step of the way as they confidentially navigate your issue until it has been resolved.

YOUR PERSONAL ADVOCATE

Mon-Fri | 8am-4pm (PST)
Toll Free: **855.670.2222**
Local: **818.539.8804**
LosAngeles.ESC@ajg.com

Due to privacy regulations, our representatives will be required to obtain personal identifying information such as full name, contact information, address, date of birth and in some cases SSN or Member ID #. **Please have this information ready.**

Some inquiries may require for you to provide HIPAA release in order for our advocates to work efficiently in resolving your issue with your provider or carrier.

ELIGIBILITY & ENROLLMENT

Who Can Enroll?

All full-time employees working at least 30 hours per week are eligible for group insurance benefits.

If you are an eligible employee, you may enroll the following dependents:

- Your spouse or registered domestic partner.
- Your children up to age 26, including stepchildren, legally adopted children, children for whom you are the legal guardian, foster children, or children for whom you are legally responsible to provide health coverage under a Qualified Medical Child Support Order (QMCSO). Due to Affordable Care Act, your medical plan covers dependents to age 26.
- Children are eligible for coverage regardless of their student status or whether they live with you.
- Children of children may not be covered unless they meet the plan's dependent eligibility rules as specified above.
- Disabled children over age 26 if unmarried, incapable of self-support, dependent on you for primary support and the disability occurred before the age of 26. Requirements for such coverage and documentation of disability depend on the insurance carrier.

Premiums for domestic partners who do not meet the tax dependent definition of IRS section 152 for the employee, may be considered taxable income (unregistered domestic partners will not meet the relationship test under IRS section 152). Premiums for children/registered Domestic Partners step-children under age 26 are not taxable. Premiums for children/stepchildren over age 26 are taxable if not an IRS section 152 tax dependent.

When and How Do I Enroll?

The Ease enrollment system is available to newly hired employees or during Open Enrollment. Open Enrollment elections will be effective January 1st.

Enrollment is made easy with Ease! You will need your credentials (provided to you during the new hire process) to access the benefit enrollment portal.

- Go to https://escuelapopular.ease.com
- Once you are logged into the system, click "Get Started" and complete your profile. Follow the steps to add dependents.
- Make your benefit selection checking off the icon next to the plan to either enroll or waive. Scroll down and click "Continue".
- After selecting your plans you will then sign the electronic enrollment forms.
- Confirm your election summary by clicking "Next". Then, select "Finish".

Ease Mobile App

Download the Ease mobile app to view your current benefit plans throughout the year! Note that enrollment is not a feature of the mobile app.

Scan the QR code for more information on how to enroll!

ELIGIBILITY & ENROLLMENT

When Does Coverage Begin for New Hires?

Your benefits are effective 1st of the month following 30 days from your date of hire. Once you have completed your new hire waiting period, you must enroll by the deadline date. If you do not enroll within that time period, you will not be eligible for benefits until the next Open Enrollment, unless you have a Qualifying Family Status Change.

Do I have to Enroll?

For information regarding Health Care Reform and the Individual Mandate, please contact HR or visit www.cms.gov/cciio. You can also visit www.healthcare.gov to review information specific to the Health Insurance Marketplace.

You may elect to "waive" medical coverage if you have access to coverage through another plan. It is important to note that if you waive our medical coverage, you must maintain minimum essential health insurance through another source. It is also important to note that if coverage is waived, the next opportunity to enroll in our group benefit plans will be during Open Enrollment in 2026 or if a qualifying status change occurs.

Can I Change My Coverage During the Year?

You are permitted to make changes to your benefits outside of the Open Enrollment period if you have a qualified change in status as defined by the IRS. Generally, you may add or remove dependents from your benefits, as well as add, drop, or change coverage if you submit your request for change **within 30 days of the qualified event, not from written notice or proof**.

Examples of Qualifying Events include:

- Newly hired as full-time benefits-eligible
- Marriage, divorce or legal separation
- Birth or adoption of a child
- Death of a dependent
- Qualified Medical Child Support Order (QMCSO)
- Change in residence causing loss of coverage
- Change in work schedule for you or your spouse (part-time to full-time)
- You or your spouse's / domestic partner's loss or gain of coverage through our organization or another employer
- You enroll, or intend to enroll, in a Qualified Health Plan (QHP) through the State Marketplace (i.e. Exchange) and it is effective no later than the day immediately following the revocation of your employer sponsored coverage.

If your change during the year is a result of the loss of eligibility or enrollment in Medicaid, Medicare or state health insurance programs, you must submit the request for change within 30 days.

Doctors and hospitals may leave or join health plan networks at any time. If your provider leaves your plan's network during the year, this does not qualify as a change in status. As a result, you cannot change your medical coverage.

MEDICAL PLAN CONTRIBUTION

KAISER PERMANENTE®

Kaiser Medical HMO $30 Low Option	Total Monthly Rate	Escuela Popular Pays	Employee Cost Per Month
Employee Only	$1,062.06	$1,062.06	$0.00
Employee + Spouse/Partner	$2,230.34	$1,911.72	$318.62
Employee + Child(ren)	$1,911.72	$1,911.72	$0.00
Employee + Family	$3,504.82	$1,911.72	$1,593.10

Kaiser Medical HMO $15 High Option	Total Monthly Rate	Escuela Popular Pays	Employee Cost Per Month
Employee Only	$1,096.87	$1,062.06	$34.81
Employee + Spouse/Partner	$2,303.43	$1,911.72	$391.71
Employee + Child(ren)	$1,974.36	$1,911.72	$62.64
Employee + Family	$3,619.67	$1,911.72	$1,707.95

Please Note: Escuela Popular will contribute 100% toward the employee premium for the $30 Low Option plan and give a $849.66 monthly allowance for dependents.

The above rates reflect the monthly costs for a 100% Full-Time employee after the Employer Contribution has been applied.

MEDICAL PLAN OPTIONS

KAISER PERMANENTE®

Kaiser HMO

Kaiser operates its own facilities and hires all physicians directly. Most services are provided at little or no cost to the enrollees. Under most circumstances, you must use Kaiser facilities and physicians, although emergency care is covered when you are away from home.

Provider Search

1. Visit www.kp.org
2. Click on Doctors & Locations.
3. Choose the Region you are searching in, and enter your zip code.
4. Press "Search" you will get a listing of doctors. Be sure to check the individual doctor bios.

Remember: choosing Kaiser means staying within the Kaiser network, with the limited exception for an approved referral for an outside provider from your PCP.

Looking for Chiropractic or Acupuncture Services?
When you need chiropractic or acupuncture care under the Kaiser HMO plan, you can visit any participating provider in California from the ASH plan network without referral from your HMO PCP. Services must be deemed medical necessary. Find an ASH Plan Participating Provider near you by calling the customer service line at 1-800-678-9133 weekdays from 5am to 6pm (PST) or visiting the website: www.ashlink.com/ash/kp

Looking for your Medication?
Visit https://healthy.kaiserpermanente.org/health-wellness/drug-formulary and select the "California Commercial Formulary" drop down.

KAISER MEDICAL

WHAT YOU PAY	Kaiser HMO $15 High Option	Kaiser HMO $30 Low Option
Calendar Year Deductible (Single/Family)	None	None
Calendar Year Out-of-Pocket Maximum (Single/Family)	$1,500/$3,000	$3,000/$6,000
Preventive Services	No Charge	No Charge
Office Visits (Primary/Specialist)	$15/$15	$30/$40
Chiropractic/Acupuncture	$15/visit (20 combined visits/year)	$15/visit (20 combined visits/year)
Lab & X-ray	$10	$10
Complex Radiology (Includes CT, PET and MRI)	$100	$100
Inpatient Hospital Services (Includes maternity)	$250 per admission	$500 per day (3 days max)
Outpatient Surgery	$250	$250
Urgent Care (Co-pay waived if admitted)	$15	$30
Emergency Room (Co-pay waived if admitted)	$100	$250
Ambulance	$100	$150
PRESCRIPTION DRUGS		
Calendar Year Drug Deductible	None	None
Retail Prescription (Generic/Brand/Specialty) Up to a 30-day supply	$10/$30/10% up to $150	$15/$35/30% up to $250
Mail-Order Prescription (Generic/Brand) Up to a 100-day supply	$20/$60	$30/$70

MEMBER TOOLS

KAISER PERMANENTE®

Virtual Visits

When you need care — anytime, day or night — virtual visits can be a convenient option. Talk with a doctor 24/7 about mild conditions such as flus, fevers, colds, sore throats, migraines, rashes, allergies, stomach aches, pink eye, and more.

Mobile App & Member ID Cards

Access the convenient features of the free mobile app offered by your insurance carrier. View details about your plan benefits, search for in-network providers, and view claim history. You can also view an electronic copy of your member ID card.

Member Discounts & Wellness

Being healthy can be affordable, too. Take advantage of healthy discounts and extras included with your health plan to help you live better. Find discounts and perks on a variety of services including fitness and weight loss programs, eye care and hearing aids, health assessments, chiropractor and acupuncture visits, and more.

Care While Traveling

If you get hurt or sick while traveling, you are covered for emergency care anywhere in the world. If you have an emergency while traveling, call 911 or go to the nearest emergency facility. Examples of emergency conditions are shortness of breath, excessive bleeding and severe pain to body parts or organs. If you need routine care while outside of your service area, contact your insurance carrier prior to your travel plans.

*For these and more helpful resources from **Kaiser** please scan the QR code!*

MEDICAL PREVENTIVE SERVICES

The following are examples of Preventive Services covered by your policy. For a complete list of these services, please refer to your combined Evidence of Coverage and Disclosure Form. Preventive Services are covered 100% when using in-network providers.

CHILD PREVENTIVE CARE

Screening Tests

- Behavioral counseling to promote a healthy diet
- Blood pressure
- Cervical dysplasia screening
- Cholesterol and lipid level
- Depression screening
- Type 2 diabetes screening
- Hearing screening
- Height, weight and body mass index (BMI)
- Hemoglobin (blood count)
- HPV screening
- Lead testing
- Newborn screening
- Screening and counseling for obesity
- Oral (dental health) assessment
- Screening and counseling for STIs
- Vision screening

Immunizations

- Diphtheria, tetanus and pertussis (whooping cough)
- Haemophilus influenza type b
- Hepatitis A and Hepatitis B
- Human papillomavirus (HPV)
- Influenza
- Measles, mumps and rubella
- Meningococcal (meningitis)
- Pneumococcal (pneumonia)
- Polio
- Rotavirus
- Varicella (Chicken Pox)

MEN & WOMEN PREVENTIVE CARE

Men

- Aortic aneurysm screening (men who have smoked)
- Prostate cancer

Women

- Well-woman visits
- Breast cancer testing for BRCA 1 and BRCA 2 when certain criteria are met
- Breastfeeding: primary care intervention to promote breastfeeding support, supplies and counseling
- Contraceptive (birth control) counseling
- FDA-approved contraceptive services provided by a doctor
- Counseling related to chemoprevention for women with a high risk of breast cancer
- Counseling related to genetic testing for women with a family history of ovarian or breast cancer
- HPV screening
- Screening and counseling for interpersonal and domestic violence
- Pregnancy screenings: includes, but is not limited to, gestational diabetes, hepatitis, iron deficiency, anemia, and STDs
- Pelvic exam and Pap test, including screening for cervical cancer

ADULT PREVENTIVE CARE

Screening Tests

- Behavioral counseling to promote a healthy diet
- Blood pressure
- Bone density test to screen for osteoporosis
- Cholesterol and lipid (fat) level
- Colorectal cancer, including fecal occult blood test, barium enema, flexible sigmoidoscopy, screening colonoscopy and related prep kit and CT colonography (as appropriate)
- Depression screening
- Hepatitis C virus (HCV) for people at high risk for infection and a one-time screening for adults born between 1945 and 1965
- Type 2 diabetes screening
- Eye chart test
- Obesity
- STIs
- Tobacco use: related screening and behavioral counseling
- Violence, interpersonal and domestic: related screening and counseling

Immunizations

- Diphtheria, tetanus and pertussis
- Hepatitis A and Hepatitis B
- HPV
- Influenza
- Meningitis
- Measles, mumps and rubella
- Pneumococcal
- Varicella (Chicken pox)
- Zoster (shingles)

DENTAL & VISION PLANS

Humana

Humana Dental PPO

The Dental PPO plan is designed to give you the freedom to receive dental care from any licensed dentist of your choice. Savings are greater when you visit an in-network provider because contracted dentists have agreed to provide care at a negotiated rate.

If you have services with a non-participating dentist, you will be responsible for the difference between what the plan pays the dentist and the dentist's charges.

Humana

Humana Vision

The Vision plan provides professional vision care and high quality lenses and frames through a broad network of specialists. The plan also includes discounts for several lens enhancements and vision services. You will receive richer benefits if you utilize an in-network provider.

If you have services with a non-participating vision provider, you will be responsible for the difference between what the plan will reimburse you and the provider's charges.

DENTAL PPO PLAN

Humana

	WHAT YOU PAY	
	In Network*	**Out Of Network***
Plan Maximums		
Calendar Year Deductible (single/family)	$25/$75	$25/$75
Calendar Year Maximum Benefit	Unlimited	
Preventative Procedures		
Oral Examinations, Bitewing or Full Mouth X-rays, Cleanings	0% (deductible waived)	0%** (deductible waived)
Basic Procedures		
Fillings, Endodontics (root canal therapy), Periodontics, Sealants, Simple Oral Surgery and Simple Extractions	20%	20%**
Major Procedures		
Crowns, Inlays, Onlays and Cast Restorations, Bridges and Dentures	50%	50%**
Orthodontic Procedures		
Orthodontics Lifetime Maximum	$2,000	
Orthodontia (children up to age 19 and adults)	50%	50%**

Reimbursement is based on PPO contracted fees for PPO dentists, and maximum allowable charges for non-Humana dentists.

****Members may be subject to balance billing.***

Key Facts:

- Free exams, cleanings, & x-rays
- Plan allowance (calendar year maximum benefit) resets every January 1
- Always request a treatment plan before you have services done!

VISION PLAN

Humana

	WHAT YOU PAY	
	In Network	**Out of Network**
Exams (every 12 months)		
Vision Exam	$0	Reimbursement up to $30
Standard Plastic Lenses (every 12 months)		
Single Bifocal Trifocal	$0	Reimbursement up to: $25 $40 $60
Frames (every 24 months)		
Frames	$200 allowance, then 20% off amount over frame allowance	Reimbursement up to $80
Contacts (In Lieu of Glasses) (every 12 months)		
Medically Necessary	Covered In Full	Reimbursement up to $210
Elective	$200 allowance	Reimbursement up to $128

Key Facts:

- Services are covered based on your **most recent service date**. You can have a new eye exam and purchase new lenses 12 months after your last eye exam or lens purchase. You can purchase new frames 24 months after your most recent purchase.
- Additional lens enhancements available at a co-pay or discount.
- Out of Network services may require you to make a full payment at the time or services, and submit a claim form for reimbursement.

DENTAL/VISION PROVIDER SEARCH

Humana

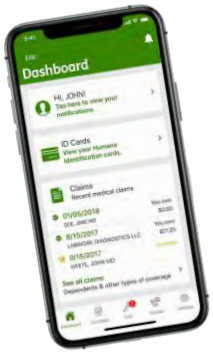
Dental

1. Visit www.humana.com
2. Click “Member Resources” and then “Find a doctor”
3. On the next page, click the tab “Dentist”
4. Enter your zip code and then click the button to select a lookup method
5. You may sign in or search by Coverage type: **Dental PPO**: select network option “PPO/Traditional Preferred”
6. Click to “Search”. You may click on the “Accepting new patients” box and a list of contracted providers that are accepting new patients will be generated.

Humana

Vision

1. Visit www.humana.com
2. Click “Member Resources” and then “Find a doctor”
3. On the next page, click the tab “Vision care” and select “Vision coverage though your employer or that you purchased on your own”. Click Continue.
4. Scroll down to “Just Looking?” and click on “Humana Vision/Humana Extend (Humana Insight Network)”
5. On the next page, search by zip code or a provider name



Humana Mobile App

Find a Humana Dental Provider and access your ID cards all in one easy-to-use app. The app gives you 24/7 access to your health plan information from your desktop, laptop and mobile device.

Download the mobile app today or visit www.humana.com for more details and FAQs.

LIFE INSURANCE

All benefit eligible employees are provided with employer-paid Life and Accidental Death & Dismemberment (AD&D) coverage. All eligible employees are automatically enrolled in Life and AD&D plans. This benefit is paid for 100% by your employer.

Employee Basic Life Insurance & Accidental Death and Dismemberment (AD&D)

- Benefit amount of $100,000
- AD&D provides 100% of the Basic Life benefit
- In the event of death that occurs from a covered accident, both Life and AD&D benefit would be payable each in the amount of the basic life insurance.

Benefits Age Reduction

Your life benefits will reduce after a certain age, and the reduction schedule is as follows:

- Reduce by 50% at age 70

- Consider updating your Life Insurance beneficiary through the Ease enrollment portal.
- You may update your Life Insurance Beneficiary any time during the year as often as you would like.

As an added benefit, you may purchase Supplemental Life and Accidental Death & Dismemberment insurance for you and your dependents. This benefit is voluntary and paid for 100% by eligible employees through post-tax payroll deductions.

Supplemental Employee Life/AD&D

Employees may purchase additional coverage in $10,000 increments not to exceed 5 times salary or $300,000. The New Hire Guaranteed Issue* amount is $100,000.

Supplemental Spouse Life/AD&D

You may purchase additional coverage for your spouse in $5,000 increments to the lesser of 100% of employee coverage or $250,000. The New Hire Guaranteed Issue* amount is $50,000.

Supplemental Child(ren) Life/AD&D

You may purchase additional coverage for your child(ren). For children from birth to 26 years (if full-time student), you may purchase $10,000 of coverage.

Should you choose to elect coverage outside of your initial eligibility period, or you elect coverage above the Guaranteed Issue amount, you or your spouse will need to complete the Evidence of Insurability (EOI) Form for medical underwriting purposes*
www.mutualofomaha.com/eoi

BASIC LIFE INSURANCE IMPUTED INCOME

What is Imputed Income?
Imputed income is the value that the Internal Revenue Service (IRS) puts on employer-provided group-term life insurance coverage in excess of $50,000. That "value" is determined by your age and the schedule established by the IRS (see table below). This tax liability is called "imputed income." It is added to your gross wages and is included on your form W-2 at the end of the year.

Age*	Cost per $1,000 per month
Under age 25	$0.05
25 to 29	$0.06
30 to 34	$0.08
35 to 39	$0.09
40 to 44	$0.10
45 to 49	$0.15
50 to 54	$0.23
55 to 59	$0.43
60 to 64	$0.66
65 to 69	$1.27
70 and Over	$2.06

**Age is based on the last day of the covered calendar year.*

How Do I Calculate Imputed Income?
The basic formula to calculate imputed income is as follows:
(Total group term coverage - $50,000) / 1,000 x Table 1 rate for employee's age - employee after-tax contributions for the year x 12 months.

The below assume a basic life benefit of 1 x salary

Example 1: 47-year-old employee earning $65,800
Basic Life Benefit = $66,000 benefit
$66,000 benefit - $50,000 = $16,000
$16,000 / 1,000 = 16 units
$16.00 x $0.15 = $2.40/month or $28.80/year additional taxable income

Example 2: 31-year-old employee earning $120,600
Basic Life Benefit = $121,000 benefit
$121,000 benefit - $50,000 = $71,000
$71,000 / 1,000 = 71 units
$71.00 x $0.08 = $5.68/month or $68.16/year additional taxable income

Example 3: 52-year-old employee earning $55,150
Basic Life Benefit = $56,00 benefit
$56,000 benefit - $50,000 = $6,000
$6,000 / 1,000 = 6 units
$6.00 x $0.23 = $1.38/month or $16.56/year additional taxable income

Can I Opt Out?
Yes, you may elect to waive the employer-paid life insurance coverage in excess of $50,000 to avoid imputed income. Please notify Human Resources and you will be asked to complete a Group Term Life Opt Out form to limit your coverage to $50,000.

EMPLOYEE ASSISTANCE PLAN (EAP)

This benefit is paid for 100% by your employer. There is no cost to you, the employee.
All members of your household can utilize the benefits of this program.

All benefit eligible employees are provided with employer paid Employee Assistance Plan (EAP). All eligible employees are automatically enrolled in the EAP. All members of your household can utilize the benefits of this program.

Life is full of challenges and sometimes balancing it is difficult. The EAP is there when you need it, offering the appropriate assistance for a wide range of issues and provides referrals to professional counselors or services that can help you resolve emotional health, family and work issues.

- Healthy Living
- Stress Management
- Mental Health
- Diet & fitness
- Overall wellness
- Parenting support
- Child & elder care
- Learning programs
- Special needs help
- Legal issues
- Will preparation
- Taxes
- Debt
- Financial planning

Mutual of Omaha

Along with unlimited telephonic access, the EAP also offers 3 face-to-face visits with a counselor per person per situation. Member Services Available 24/7!

Your privacy matters. EAP participation is totally confidential.

Phone: 800-316-2796
Online: www.mutualofomaha.com/eap

EMPLOYEE ASSISTANCE PLAN (EAP)

This benefit is paid for 100% by your employer. There is no cost to you, the employee.
All members of your household can utilize the benefits of this program.

TELUS® Health

Understanding Your Employee Assistance Program (EAP)

Your Employee Assistance Program (EAP) provides you with immediate and confidential help for any work, health or life concern. We're available anytime and anywhere.

Your EAP is a confidential and voluntary support service that can help you take the first step toward change. Let us help you find the solutions to the challenges you face at any age and stage in life.

You and your immediate family members (as defined in your employee benefit plan) can access immediate and confidential support in a way that is most suited to your preferences, comfort level and lifestyle.

No Cost

There is no cost to you or your family to use your EAP. This benefit is provided to you by your employer. Your EAP can provide a series of session with a professional and if you need more specialized or longer-term support, our team of experts can suggest an appropriate specialist or service that is best suited to your needs. While fees for these additional services are your responsibility, they may be covered by your health plan.

Confidentiality

Your EAP is completely confidential within the limits of the law. No one, including your employer, will ever know that you have used the program unless you choose to tell them.

Your EAP Plan offers up to 3 face-to-face visits with a counselor per person per situation

Let Us Help.

Access your Employee Assistance Program (EAP) 24/7
By Phone: 1-800-433-7916
By Web: http://login.lifeworks.com
Username: escuela
Password: lifeworks
Or on the **LifeWorks mobile app**

App Store Google Play

Solutions for your work, health and life.

Achieve Wellbeing
- Stress
- Mental health concerns
- Grief and Loss
- Crisis Situations

Manage Relationships and Family
- Communication
- Separation/Divorce
- Parenting

Deal with Workplace Challenges
- Stress
- Performance
- Work-Life Balance

Tackle Addictions
- Alcohol
- Drugs
- Smoking Cessation
- Gambling

Find Child and Elder Care Resources
- Child Care
- Schooling
- Nursing/Retirement Homes

Get Legal Advice
- Family Law
- Separation/Divorce
- Custody

Receive Financial Guidance
- Debt Management
- Bankruptcy
- Retirement

FLEXIBLE SPENDING ACCOUNTS (FSA)

What is an FSA?

A Flexible Spending Account (FSA) is an account that allows you to set aside pre-tax dollars from your paycheck to use on eligible health care and dependent care expenses. You elect how much you want to contribute each year, and your employer deducts the amount from your paychecks for the plan year.

Health Care Reimbursement FSA

The annual maximum contribution to the Health Care Reimbursement FSA is $3,300

The Health Care Reimbursement FSA allows you to pay for certain health care services and items for you, spouse and dependents. These are items such as:

- Prescriptions
- Co-pays
- Dental & Vision care
- Certain over-the-counter items and medicines

For more information about eligible expenses, please refer to IRS Publication 502 available at www.irs.gov/publications/p502/index.html

Dependent Care Reimbursement FSA

The annual maximum contribution to the Dependent Care Reimbursement FSA is $5,000

The Dependent Care Reimbursement FSA allows you to use pre-tax dollars toward qualified dependent care. Care must be for a tax-dependent child under age 13 who lives with you, or a tax-dependent, spouse or child who lives with you and is incapable of caring for themselves. Also, the care must be needed so that you and your spouse (if applicable) can go to work. Care must be given during normal working hours and cannot be provided by another of your dependents. Typical expenses include:

- Before- and after-school care
- Day care, preschool, nursery school
- Adult day care

"Use-It-or-Lose-It" Rule

The FSA plan year is from January 1, 2025 through December 31, 2025; claims can only be for services/expenses incurred during the plan period. Any funds left unclaimed will be forfeited. The Health Care FSA plans includes a $660 rollover option, which will allow you to roll over up to $660 of unused contributions into the next plan year. Please refer to your plan documents for additional information. Always save receipts in case you are audited.

*The **TAG Benefit Center** Mobile App allows you to view FSA balances and submit claims and receipts.*

Have leftover funds at the end of the year?

Visit www.fsastore.com to purchase FSA-eligible items before the end of the plan year, and also review the updated FSA Eligibility list.

LEGAL & ID THEFT SERVICES

This benefit is paid for 100% by the employee.

LegalShield™ IDShield™

Everyone deserves legal protection. And now, with LegalShield, everyone can access it. Proven, professional advice is just a phone call away on all matters, from the trivial to the traumatic. This benefit is voluntary and paid for 100% by eligible employees through post-tax payroll deductions.

The Legal Plan Membership Includes:

- Legal Advice – personal legal issues
- IRS Audit Assistance
- Letters/calls made on your behalf
- Residential Loan Document Assistance
- Trial Defense including Pre-Trial & Trial
- 24/7 Emergency Access for covered situations
- Contracts & documents reviewed (up to 15 pages)
- Moving Traffic Violations (available 15 days after enrollment)
- Attorneys prepare your Will, your Living Will and your Health Care Power of Attorney
- 25% Preferred Member Discount (Bankruptcy, Criminal Charges, Other Matters, etc.)
- Uncontested Divorce, Separation, Adoption and/or Name Change Representation (available 90 days after enrollment)

The IDShield℠ Membership Includes:

- **Full Service Restoration**
  Completed Identity recovery services by Kroll Licensed Private Investigators and our $5 million service guarantee to ensure that if your identity is stolen, it will be restored to its pre-theft status.

- **Privacy Monitoring**
  Monitoring your name, SSN, date of birth, email address (up to 10) provides you with comprehensive identity protection service that leaves nothing to chance.

- **Security Monitoring**
  SSN, credit cards (up to 10), and bank account (up to 10) monitoring, sex offender search, financial activity alerts and quarterly credit score tracking keep you secure from every angle.

- **Consultation**
  Your identity protection plan includes 24/7/365 live support for covered emergencies, unlimited counseling, identity alerts, data breach notifications and lost wallet protection.

LegalShield Identity Theft plans cover the member, member's spouse and up to 8 dependents. You also have the option to select Legal plus Identity Theft Combined Membership.

Monthly Rates	Non-National Legal Plan	ID Shield -1 Bureau	Combination Package
Employee Only	$21.95	$12.95	$34.90
Employee + Family	$21.95	$12.95	$41.90

VOLUNTARY PET INSURANCE

This benefit is paid for 100% by the employee.

ASPCA offers employees the ability to purchase discounted Pet Insurance. This benefit is voluntary and paid for 100% by eligible employees and paid directly to ASPCA.

ASPCA® Pet Health Insurance

What do the plans cover?

ASPCA plans provide nose-to-tail coverage for a wide range of injuries, illnesses, genetic conditions, and emergency care for dogs and cats. Coverage is provided with no claim limits and offers unlimited lifetime benefits with an annual deductible. Multiple discounts are applied at time of rate quote with actual dollar savings presented to the pet parent. The plan co-insurance can cover up to 90% of your veterinary bills.

Refer to the ASPCA website for a complete description of this plan.

How does the benefit schedule work?

Unlimited lifetime benefits are available with no caps on claims. There are some pre-existing conditions on the plans, and the plans do not cover routine care, office visits, or spay/neutering.

How to Enroll

Phone: call 877-343-5314 and tell the pet insurance specialist that you're an employee of Escuela Popular.

Online: visit the link below to obtain personalized rates. The rates given will include your group discount.

Sign up for these plans any time during the year! Visit:
www.aspcapetinsurance.com/EscuelaPopular
Save with your priority code: EB24EscuelaPopular

Welcome to LIG Solutions!

*Your **Trusted Partner** for Medicare Enrollment and Coverage Solutions.*

LIG Solutions is here to assist you with finding, comparing, and enrolling in health insurance plans that align with your needs and budget. As your trusted partner, we take the time to speak with you and understand your situation before making any plan recommendations.

4 Easy Steps to Get the Best Health Insurance

Medicare Insurance Solutions

1. **Enroll in Original Medicare**
   There are multiple ways to sign up for Medicare. You can visit your local Social Security office, call 800-772-1213 (TTY 800-325-0778), or apply online at www.ssa.gov.

2. **Determine which additional benefits you'd like.**
   Medicare Advantage vs. Medigap
   - Both supplement Original Medicare, but they differ in how they provide coverage. Medicare Advantage plans replace Original Medicare and often include prescription drug coverage. Medigap plans work alongside Original Medicare and help pay for certain costs like copayments, coinsurance, and deductibles.

3. **Determine your prescription needs.**
   Many retirees opt for a prescription drug plan, particularly in the following situations:
   - They choose a plan that does not provide prescription drug coverage.
   - They incur substantial drug expenses or seek insurance as a safeguard against potential future increases in drug costs.
   - They wish to avoid a late enrollment penalty by adding prescription drug coverage at a later date rather than during their initial eligibility period.

4. **Review plans and get enrolled.**
   LIG Solutions' licensed advisors are here to assist you with finding, comparing, and enrolling in a health insurance plan that aligns with your needs and budget. To speak to a dedicated agent, you can:
   Call Us Now: **(833) 201-5212**

   Request More Information Online:
   Partner.LIGSolutions.com/Leavitts-Benefits/

Individual & Family Health Insurance Solutions

From Carriers You Know And Trust

1. **Meet Your Agent**
   Contact us to schedule your free one-on-one consultation.
2. **Compare Options**
   Choose from several coverage options that fit your needs and budget.
3. **Enroll in a Plan**
   Enroll in your selected plan with the help of our health insurance agents.
4. **Experience the Difference**
   Relax while we provide coverage updates and monitor your plan for any important changes.

Our Trusted Advisors

Simplify Your Options To Help You Make The Right Decision
- Access To Highly Experienced, Licensed Team Members Wide Network Of Carriers
- Licensed Agents In 50 States
- Personalized Health Plan Options In About 15 Minutes

LIG Solutions IFP Enrollment Team
Online:
Partner.LIGSolutions.com/Leavitts-Benefits/
Phone: **(833) 201-5212**

Bilingual service is available

HEALTH INSURANCE MARKETPLACE

Notice of Medical Coverage Options:

THE NEW HEALTH INSURANCE MARKETPLACE

PART A: General Information Even if you are offered health coverage through your employment, you may have other coverage options through the Health Insurance Marketplace ("Marketplace"). To assist you as you evaluate options for you and your family, this notice provides some basic information about the Health Insurance Marketplace and health coverage offered through your employment.

What is the Health Insurance Marketplace? The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options in your geographic area.

Can I Save Money on my Health Insurance Premiums in the Marketplace? You may qualify to save money and lower your monthly premium and other out-of-pocket costs, but only if your employer does not offer coverage, or offers coverage that is not considered affordable for you and doesn't meet certain minimum value standards (discussed below). The savings that you're eligible for depends on your household income. You may also be eligible for a tax credit that lowers your costs.

Does Employment-Based Health Coverage Affect Eligibility for Premium Savings through the Marketplace? Yes. If you have an offer of health coverage from your employer that is considered affordable for you and meets certain minimum value standards, you will not be eligible for a tax credit, or advance payment of the tax credit, for your Marketplace coverage and may wish to enroll in your employment-based health plan. However, you may be eligible for a tax credit, and advance payments of the credit that lowers your monthly premium, or a reduction in certain cost-sharing, if your employer does not offer coverage to you at all or does not offer coverage that is considered affordable for you or meet minimum value standards. If your share of the premium cost of all plans offered to you through your employment is more than 8.39% of your annual household income, or if the coverage through your employment does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit, and advance payment of the credit, if you do not enroll in the employment-based health coverage. For family members of the employee, coverage is considered affordable if the employee's cost of premiums for the lowest-cost plan that would cover all family members does not exceed 8.39% of the employee's household income.

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered through your employment, then you may lose access to whatever the employer contributes to the employment-based coverage. Also, this employer contribution -as well as your employee contribution to employment-based coverage- is generally excluded from income for federal and state income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis. In addition, note that if the health coverage offered through your employment does not meet the affordability or minimum value standards, but you accept that coverage anyway, you will not be eligible for a tax credit. You should consider all of these factors in determining whether to purchase a health plan through the Marketplace.

Health Insurance Marketplace

If you have questions, please visit the Health Insurance Marketplace website at www.healthcare.gov

HEALTH INSURANCE MARKETPLACE

When Can I Enroll in Health Insurance Coverage through the Marketplace? You can enroll in a Marketplace health insurance plan during the annual Marketplace Open Enrollment Period. Open Enrollment varies by state but generally starts November 1 and continues through at least December 15.

Outside the annual Open Enrollment Period, you can sign up for health insurance if you qualify for a Special Enrollment Period. In general, you qualify for a Special Enrollment Period if you've had certain qualifying life events, such as getting married, having a baby, adopting a child, or losing eligibility for other health coverage. Depending on your Special Enrollment Period type, you may have 60 days before or 60 days following the qualifying life event to enroll in a Marketplace plan.

There is also a Marketplace Special Enrollment Period for individuals and their families who lose eligibility for Medicaid or Children's Health Insurance Program (CHIP) coverage on or after March 31, 2023, through July 31, 2024. Since the onset of the nationwide COVID-19 public health emergency, state Medicaid and CHIP agencies generally have not terminated the enrollment of any Medicaid or CHIP beneficiary who was enrolled on or after March 18, 2020, through March 31, 2023. As state Medicaid and CHIP agencies resume regular eligibility and enrollment practices, many individuals may no longer be eligible for Medicaid or CHIP coverage starting as early as March 31, 2023. The U.S. Department of Health and Human Services is offering a temporary Marketplace Special Enrollment period to allow these individuals to enroll in Marketplace coverage.

Marketplace-eligible individuals who live in states served by HealthCare.gov and either- submit a new application or update an existing application on HealthCare.gov between March 31, 2023 and July 31, 2024, and attest to a termination date of Medicaid or CHIP coverage within the same time period, are eligible for a 60-day Special Enrollment Period. That means that if you lose Medicaid or CHIP coverage between March 31, 2023, and July 31, 2024, you may be able to enroll in Marketplace coverage within 60 days of when you lost Medicaid or CHIP coverage. In addition, if you or your family members are enrolled in Medicaid or CHIP coverage, it is important to make sure that your contact information is up to date to make sure you get any information about changes to your eligibility. To learn more, visit **HealthCare.gov** or call the Marketplace Call Center at 1-800-318-2596. TTY users can call 1-855-889-4325.

What about Alternatives to Marketplace Health Insurance Coverage? If you or your family are eligible for coverage in an employment-based health plan (such as an employer-sponsored health plan), you or your family may also be eligible for a Special Enrollment Period to enroll in that health plan in certain circumstances, including if you or your dependents were enrolled in Medicaid or CHIP coverage and lost that coverage. Generally, you have 60 days after the loss of Medicaid or CHIP coverage to enroll in an employment-based health plan, but if you and your family lost eligibility for Medicaid or CHIP coverage between March 31, 2023 and July 10, 2023, you can request this special enrollment in the employment-based health plan through September 8, 2023. Confirm the deadline with your employer or your employment-based health plan.

Alternatively, you can enroll in Medicaid or CHIP coverage at any time by filling out an application through the Marketplace or applying directly through your state Medicaid agency. Visit https://www.healthcare.gov/medicaid-chip/getting-medicaid-chip/ for more details.

How Can I Get More Information? For more information about your coverage offered through your employment, please check your health plan's summary plan description.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit **HealthCare.gov** for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

IMPORTANT EMPLOYEE NOTIFICATIONS

Disclosure Notice This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of Gallagher Benefit Services (GBS). Policy forms for your reference will be made available upon request.

Model General Notice of COBRA Continuation You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage? COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay (or aren't required to pay) for COBRA continuation coverage.
If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:
· Your hours of employment are reduced, or
· Your employment ends for any reason other than your gross misconduct.
If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:
· Your spouse dies;
· Your spouse's hours of employment are reduced;
· Your spouse's employment ends for any reason other than his or her gross misconduct;
· Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both);
· OR You become divorced or legally separated from your spouse.
Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:
· The parent-employee dies;
· The parent-employee's hours of employment are reduced;
· The parent-employee's employment ends for any reason other than his or her gross misconduct;
· The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
· The parents become divorced or legally separated; or
· The child stops being eligible for coverage under the Plan as a "dependent child."
If the Plan provides retiree health coverage: Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA continuation coverage available? The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

· The end of employment or reduction of hours of employment;
· Death of the employee;
· Plan provides retiree health coverage: Commencement of a proceeding in bankruptcy with respect to the employer; or
· The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee is becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days [or enter longer period permitted under the terms of the Plan] after the qualifying event occurs. You must provide this notice to your employer/Human Resources.

How is COBRA continuation coverage provided? Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.
COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.
There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, Children's Health Insurance Program (CHIP), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends. In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period1 to sign up for Medicare Part A or B, beginning on the earlier of
· The month after your employment ends; or
· The month after group health plan coverage based on current employment ends.
If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If You Have Questions
Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.healthcare.gov.

Keep your Plan informed of address changes
To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

IMPORTANT EMPLOYEE NOTIFICATIONS

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare. For more information visit https://www.medicare.gov/medicare-and-you.
1 https://www.medicare.gov/basics/get-started-with-medicare/sign-up/ready-to-sign-up-for-part-a-part-b
If you have questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Grandfathered Plans If your group health plan is grandfathered then the following will apply. This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform This website has a table summarizing which protections do and do not apply to grandfathered health plans.

Patient Protections Disclosure For plans and issuers that require or allow for the designation of primary care providers by participants or beneficiaries:

- Your HMO generally requires the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact your Human Resources office

For plans and issuers that require or allow for the designation of a primary care provider for a child:

- For children, you may designate a pediatrician as the primary care provider.
- You do not need prior authorization from your health group or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact your Human Resources office.

Women's Health & Cancer Rights Act If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 ("WHCRA"). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under the plan. If you would like more information on WHCRA benefits, please call your Plan Administrator.

Newborns' and Mothers' Health Protection Act Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Paperwork Reduction Act Statement According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

HIPPA Notice of Privacy Practices Reminder

Protecting Your Health Information Privacy Rights Your employer is committed to the privacy of your health information. The administrators of the health plan use strict privacy standards to protect your health information from unauthorized use or disclosure. The Plan's policies protecting your privacy rights and your rights under the law are described in the Plan's Notice of Privacy Practices. You may receive a copy of the Notice of Privacy Practices by contacting Human Resources.

Premium Assistance under Medicaid and The Children's Health Insurance Program (CHIP) If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.
If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.
If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.
If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, **and you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2023. Contact your State for more information on eligibility. To see if any other states have added a premium assistance program since January 31, 2023, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services Employee Benefits Security Administration
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

IMPORTANT EMPLOYEE NOTIFICATIONS

ALABAMA – Medicaid	**COLORADO – Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus (CHP+)**
Website: http://myalhipp.com/ Phone: 1-855-692-5447	Health First Colorado Website: https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: https://hcpf.colorado.gov/child-health-plan-plus CHP+ Customer Service: 1-800-359-1991/ State Relay 711 Health Insurance Buy-In Program (HIBI): https://www.mycohibi.com/ HIBI Customer Service: 1-855-692-6442
ALASKA – Medicaid	**FLORIDA – Medicaid**
The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: https://health.alaska.gov/dpa/Pages/default.aspx	Website: https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html Phone: 1-877-357-3268
ARKANSAS – Medicaid	**GEORGIA – Medicaid**
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	GA HIPP Website: https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp Phone: 678-564-1162, Press 1 GA CHIPRA Website: https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra Phone: (678) 564-1162, Press 2
CALIFORNIA – Medicaid	**INDIANA – Medicaid**
Website: Health Insurance Premium Payment (HIPP) Program http://dhcs.ca.gov/hipp Phone: 916-445-8322 Fax: 916-440-5676 Email: hipp@dhcs.ca.gov	Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 All other Medicaid Website: https://www.in.gov/medicaid/ Phone 1-800-457-4584
IOWA – Medicaid and CHIP (Hawki)	**MONTANA – Medicaid**
Medicaid Website: https://dhs.iowa.gov/ime/members Medicaid Phone: 1-800-338-8366 Hawki Website: http://dhs.iowa.gov/Hawki Hawki Phone: 1-800-257-8563 HIPP Website: https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp HIPP Phone: 1-888-346-9562	Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084 Email: HHSHIPPProgram@mt.gov
KANSAS – Medicaid	**NEBRASKA – Medicaid**
Website: https://www.kancare.ks.gov/ Phone: 1-800-792-4884 HIPP Phone: 1-800-766-9012	Website: http://www.ACCESSNebraska.ne.gov Phone: 1-855-632-7633 Lincoln: 402-473-7000 Omaha: 402-595-1178
KENTUCKY – Medicaid	**NEVADA – Medicaid**
Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website: https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx Phone: 1-855-459-6328 Email: KIHIPP.PROGRAM@ky.gov KCHIP Website: https://kidshealth.ky.gov/Pages/index.aspx Phone: 1-877-524-4718 Kentucky Medicaid Website: https://chfs.ky.gov	Medicaid Website: http://dhcfp.nv.gov Medicaid Phone: 1-800-992-0900
LOUISIANA – Medicaid	**NEW HAMPSHIRE – Medicaid**
Website: www.medicaid.la.gov or www.ldh.la.gov/lahipp Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)	Website: https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext 5218
MAINE – Medicaid	**NEW JERSEY – Medicaid and CHIP**
Enrollment Website: https://www.mymaineconnection.gov/benefits/s/?language=en_US Phone: 1-800-442-6003 TTY: Maine relay 711 Private Health Insurance Premium Webpage: https://www.maine.gov/dhhs/ofi/applications-forms Phone: 1-800-977-6740 TTY: Maine relay 711	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
MASSACHUSETTS – Medicaid and CHIP	**NEW YORK – Medicaid**
Website: https://www.mass.gov/masshealth/pa Phone: 1-800-862-4840 TTY: (617) 886-8102	Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831
MINNESOTA – Medicaid	**NORTH CAROLINA – Medicaid**
Website: https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp Phone: 1-800-657-3739	Website: https://medicaid.ncdhhs.gov/ Phone: 919-855-4100
MISSOURI – Medicaid	**NORTH DAKOTA – Medicaid**
Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-844-854-4825
OKLAHOMA – Medicaid and CHIP	**UTAH – Medicaid and CHIP**
Website: http://www.insureoklahoma.org Phone: 1-888-365-3742	Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669
OREGON – Medicaid	**VERMONT– Medicaid**
Website: http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html Phone: 1-800-699-9075	Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427
PENNSYLVANIA – Medicaid	**VIRGINIA – Medicaid and CHIP**
Website: https://www.dhs.pa.gov/Services/Assistance/Pages/HIPP-Program.aspx Phone: 1-800-692-7462 https://www.dhs.pa.gov/CHIP/Pages/CHIP.aspx (https://www.pa.gov/) CHIP Phone: 1-800-986-KIDS (5437)	Website: https://www.coverva.org/en/famis-select https://www.coverva.org/en/hipp Medicaid Phone: 1-800-432-5924 CHIP Phone: 1-800-432-5924
RHODE ISLAND – Medicaid and CHIP	**WASHINGTON – Medicaid**
Website: http://www.eohhs.ri.gov/ Phone: 1-855-697-4347, or 401-462-0311 (Direct RIte Share Line)	Website: https://www.hca.wa.gov/ Phone: 1-800-562-3022
SOUTH CAROLINA – Medicaid	**WEST VIRGINIA – Medicaid**
Website: https://www.scdhhs.gov Phone: 1-888-549-0820	Website: https://dhhr.wv.gov/bms/ http://mywvhipp.com/ Medicaid Phone: 304-558-1700 CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
SOUTH DAKOTA - Medicaid	**WISCONSIN – Medicaid and CHIP**
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm Phone: 1-800-362-3002
TEXAS – Medicaid	**WYOMING – Medicaid**
Website: http://gethipptexas.com/ Phone: 1-800-440-0493	Website: https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/ Phone: 1-800-251-1269

IMPORTANT EMPLOYEE NOTIFICATIONS

To see if any other states have added a premium assistance program since July 31, 2023, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

Medicare Part D Model Individual Creditable Coverage Disclosure Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare prescription drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Your employer has determined that the prescription drug coverage offered is expected to pay, on average, as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan? You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 to December 7. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare prescription drug plan.

What happens to your current coverage if you decide to join a Medicare prescription drug plan? If you decide to join a Medicare drug plan, your current employer coverage will be affected. For individuals who elect Part D coverage, coverage under the employer plan will end for the individual and all covered dependents. See pages 9–11 of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible Individuals Guidance (available at http://www.cms.hhs.gov/CreditableCoverage), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D. If you do decide to join a Medicare drug plan and drop your current coverage, be aware that you and your dependents may not be able to get this coverage back.

When Will You Pay a Higher Premium (Penalty) to Join a Medicare Drug Plan? You should also know that if you drop or lose your current coverage with your employer and do not join a Medicare prescription drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information about This Notice or Your Current Prescription Drug Coverage Contact your Human Resources Department for further information NOTE: You will receive this notice annually, before the next period you can join a Medicare prescription drug plan, and if this coverage through your employer changes. You also may request a copy of this notice at any time.

For More Information about Your Options under Medicare Prescription Drug Coverage More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans. For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit the Social Security Administration (SSA) online at www.socialsecurity.gov, or call SSA at 1-800-772-1213 (TTY 1-800-325-0778). Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare prescription drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date: January 1, 2025
Name of Entity/Sender: Escuela Popular
Office Address: 149 N. White Road, San Jose, CA 95127
Phone Number: (408) 240-7191

HIPAA Special Enrollment Rights

Notice of Your HIPAA Special Enrollment Rights Our records show that you are eligible to participate in the Health Plan (to actually participate, you must complete an enrollment form and pay part of the premium through payroll deduction). A federal law called HIPAA requires that we notify you about an important provision in the plan - your right to enroll in the plan under its "special enrollment provision" if you acquire a new dependent, or if you decline coverage under this plan for yourself or an eligible dependent while other coverage is in effect and later lose that other coverage for certain qualifying reasons.

Loss of Other Coverage (Excluding Medicaid or a State Children's Health Insurance Program) If you decline enrollment for yourself or for an eligible dependent (including your spouse) while other health insurance or group health plan coverage is in effect, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

Loss of Coverage for Medicaid or a State Children's Health Insurance Program If you decline enrollment for yourself or for an eligible dependent (including your spouse) while Medicaid coverage or coverage under a state children's health insurance program is in effect, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 60 days after your or your dependents' coverage ends under Medicaid or a state children's health insurance program.

New Dependent by Marriage, Birth, Adoption, or Placement for Adoption If you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Eligibility for Premium Assistance Under Medicaid or a State Children's Health Insurance Program If you or your dependents (including your spouse) become eligible for a state premium assistance subsidy from Medicaid or through a state children's health insurance program with respect to coverage under this plan, you may be able to enroll yourself and your dependents in this plan. However, you must request enrollment within 60 days after your or your dependents' determination of eligibility for such assistance. To request special enrollment or to obtain more information about the plan's special enrollment provisions, contact Human Resources.

BENEFIT PLAN CONTACT INFORMATION

Provider	Coverage Type	Phone and Web
KAISER PERMANENTE®	Medical Group ID: 605109	Kaiser 800-464-4000 kp.org
Humana	Dental Vision Group ID: 797337	Humana 877-877-1051 humana.com
Mutual of Omaha	Life and AD&D Voluntary Life and AD&D Group ID: G000C24B	Mutual of Omaha 800-655-5142 mutualofomaha.com
Mutual of Omaha	Employee Assistance Plan (EAP) Group ID: G000C24B	Mutual of Omaha 800-316-2796 mutualofomaha.com/eap
TELUS Health	Employee Assistance Plan (EAP) Group ID: 2009276	Telus Health 800-433-7916 login.lifeworks.com Username: escuela Password: lifeworks
The Advantage Group	Flexible Spending Account (FSA) Employer ID: TAGESCUELAP Employee ID: SSN (no spaces/dashes)	The Advantage Group 877-506-1660 support@enrollwithtag.com enrollwithtag.wealthcareportal.com
LegalShield IDShield	Legal/ID Theft Protection Plans Group ID: 303797	LegalShield/IDShield LegalShield: 844-528-4398 IDShield: 844-998-4025 legalshield.com idshield.com
ASPCA Pet Health Insurance	Voluntary Pet Insurance	ASPCA 877-343-5314 aspcapetinsurance.com/EscuelaPopular
LIG Solutions / Gallagher	Medicare & Individual Coverage	LIG Solutions 833-201-5212 Partner.LIGSolutions.com/Leavitts-Benefits/

Employee Support Center

Call 855.670.2222

Monday - Friday | 8am - 4pm (PST)

LosAngeles.ESC@ajg.com

Gallagher

Insurance | Risk Management | Consulting

Prepared by Gallagher Insurance—CA License #0D36879

Appendix 32: Classified and Certificated Staff Salary Scales

EE	2022	2023	2024	Minimum Wage	(Minimum		
Hourly	$16.40	$17.00	$17.55	N/A	17.95		
10-month Exempt	$52,000.00	$53,733.33	$55,466.70	$5,546.67	$57,200.00		
10.5-month Exempt	$54,600.00	$56,420.00	$58,240.04	$5,546.67	$60,060.00		
11-month Exempt	$57,200.00	$59,106.67	$61,013.37	$5,546.67	$62,920.00		
12-month Exempt	$62,400.00	$64,480.00	$66,560.04	$5,546.67	$68,640.00		
2023-2024 Compensation Structures (org chart changes, min pay, 3% changes on admin) 3.21.23						Before 2024 Minimum Wage	
2023-2024 Compensation Structures (Jan 2024) 3.21.23 FINAL						After 2024 Minimum Wage	
Accounting Code Names							
1100 Cert. Teachers							
1148 Cert. SPED Teacher							
1300 Cert. Administration							
2100 Class. Instructional Aides							
2103 Class. Instructors							
2300 Class. Administrators							
2401 Class. Clerical (Hourly or Assessment)							
2904 Class. Security / Yard Duty							
2925 Class. Childcare							
2928 Class. Food							
2930 Class. Maintenance / Grounds							
2935 Class. Subs							

Escuela Popular

Childcare Specialist - Compensation Structure

Years of Service	Annual Salary				
	High School Diploma or Waldorf Units				
	1-2 years of expereince	3 + years expereince	5+ years expereince	Lead Performer (105%)	Top Performer (110%)
1	$18.49	$19.52	$20.55	$21.58	$22.60
2	$21.27	$22.45	$23.63	$24.81	$25.99
3	$23.93	$25.26	$26.58	$27.91	$29.24
4	$26.32	$27.78	$29.24	$30.71	$32.17
5	$26.98	$28.48	$29.97	$31.47	$32.97
6	$27.65	$29.19	$30.72	$32.26	$33.80
7	$28.34	$29.92	$31.49	$33.07	$34.64
8	$29.05	$30.66	$32.28	$33.89	$35.51
9	$29.78	$31.43	$33.09	$34.74	$36.39
10	$30.52	$32.22	$33.91	$35.61	$37.30
11	$31.28	$33.02	$34.76	$36.50	$38.24
12	$32.07	$33.85	$35.63	$37.41	$39.19
13	$32.87	$34.69	$36.52	$38.35	$40.17
14	$33.69	$35.56	$37.43	$39.31	$41.18
15	$34.53	$36.45	$38.37	$40.29	$42.21
16	$35.40	$37.36	$39.33	$41.30	$43.26
17+	$36.28	$38.30	$40.31	$42.33	$44.34

Escuela Popular

Paraprofessional / Resident - Compensation Structure

Years of Service	Annual Salary														
	High School Diploma					Associates Degree or +48 Units					Bachelors Degree - Not Credentialed				
	1-2 years of expereinc e	3 + years expereinc e	5+ years expereinc e	Lead Performer (105%)	Top Performer (110%)	1-2 years of expereinc e	3 + years expereinc e	5+ years expereinc e	Lead Performer (105%)	Top Performer (110%)	1-2 years of expereince	3 + years expereince	5+ years expereince	Lead Performer (105%)	Top Performer (110%)
1	$18.49	$19.52	$20.55	$21.58	$22.60	$19.33	$20.40	$21.47	$22.55	$23.62	$21.26	$22.44	$23.62	$24.80	$25.98
2	$21.27	$22.45	$23.63	$24.81	$25.99	$22.22	$23.46	$24.69	$25.93	$27.16	$24.45	$25.81	$27.16	$28.52	$29.88
3	$23.93	$25.26	$26.58	$27.91	$29.24	$25.00	$26.39	$27.78	$29.17	$30.56	$27.50	$29.03	$30.56	$32.09	$33.61
4	$26.32	$27.78	$29.24	$30.71	$32.17	$27.50	$29.03	$30.56	$32.09	$33.61	$30.25	$31.93	$33.61	$35.30	$36.98
5	$26.98	$28.48	$29.97	$31.47	$32.97	$28.19	$29.76	$31.32	$32.89	$34.46	$31.01	$32.73	$34.46	$36.18	$37.90
6	$27.65	$29.19	$30.72	$32.26	$33.80	$28.90	$30.50	$32.11	$33.71	$35.32	$31.79	$33.55	$35.32	$37.08	$38.85
7	$28.34	$29.92	$31.49	$33.07	$34.64	$29.62	$31.26	$32.91	$34.55	$36.20	$32.58	$34.39	$36.20	$38.01	$39.82
8	$29.05	$30.66	$32.28	$33.89	$35.51	$30.36	$32.04	$33.73	$35.42	$37.10	$33.39	$35.25	$37.10	$38.96	$40.82
9	$29.78	$31.43	$33.09	$34.74	$36.39	$31.12	$32.85	$34.57	$36.30	$38.03	$34.23	$36.13	$38.03	$39.93	$41.84
10	$30.52	$32.22	$33.91	$35.61	$37.30	$31.90	$33.67	$35.44	$37.21	$38.98	$35.08	$37.03	$38.98	$40.93	$42.88
11	$31.28	$33.02	$34.76	$36.50	$38.24	$32.69	$34.51	$36.33	$38.14	$39.96	$35.96	$37.96	$39.96	$41.96	$43.95
12	$32.07	$33.85	$35.63	$37.41	$39.19	$33.51	$35.37	$37.23	$39.09	$40.96	$36.86	$38.91	$40.96	$43.00	$45.05
13	$32.87	$34.69	$36.52	$38.35	$40.17	$34.35	$36.26	$38.16	$40.07	$41.98	$37.78	$39.88	$41.98	$44.08	$46.18
14	$33.69	$35.56	$37.43	$39.31	$41.18	$35.21	$37.16	$39.12	$41.07	$43.03	$38.73	$40.88	$43.03	$45.18	$47.33
15	$34.53	$36.45	$38.37	$40.29	$42.21	$36.09	$38.09	$40.10	$42.10	$44.11	$39.70	$41.90	$44.11	$46.31	$48.52
16	$35.40	$37.36	$39.33	$41.30	$43.26	$36.99	$39.04	$41.10	$43.15	$45.21	$40.69	$42.95	$45.21	$47.47	$49.73
17+	$36.28	$38.30	$40.31	$42.33	$44.34	$37.91	$40.02	$42.13	$44.23	$46.34	$41.70	$44.02	$46.34	$48.66	$50.97

Escuela Popular

Instructor with CTE Credential - Compensation Structure

Years of Service	Annual Salary														
	High School Diploma + 3 years work experience and 1000 hrs in related industry					Associates Degree or 148 Units + 3 years work experience and 1000 hrs in related industry					Bachelors Degree + 3 years work experience and 1000 hrs in related industry				
	1-2 years of expereince	3 + years expereince	5+ years expereince	Lead Performer (105%)	Top Performer (110%)	1-2 years of expereince	3 + years expereince	5+ years expereince	Lead Performer (105%)	Top Performer (110%)	1-2 years of expereince	3 + years expereince	5+ years expereince	Lead Performer (105%)	Top Performer (110%)
1	$21.36	$22.54	$23.73	$24.92	$26.10	$22.32	$23.56	$24.80	$26.04	$27.28	$24.55	$25.91	$27.28	$28.64	$30.01
2	$22.00	$23.22	$24.44	$25.66	$26.89	$22.99	$24.26	$25.54	$26.82	$28.10	$25.29	$26.69	$28.10	$29.50	$30.91
3	$22.66	$23.92	$25.18	$26.43	$27.69	$23.68	$24.99	$26.31	$27.62	$28.94	$26.04	$27.49	$28.94	$30.39	$31.83
4	$24.92	$26.31	$27.69	$29.08	$30.46	$26.04	$27.49	$28.94	$30.39	$31.83	$28.65	$30.24	$31.83	$33.42	$35.02
5	$27.42	$28.94	$30.46	$31.99	$33.51	$28.65	$30.24	$31.83	$33.42	$35.02	$31.51	$33.27	$35.02	$36.77	$38.52
6	$28.24	$29.81	$31.38	$32.94	$34.51	$29.51	$31.15	$32.79	$34.43	$36.07	$32.46	$34.26	$36.07	$37.87	$39.67
7	$29.09	$30.70	$32.32	$33.93	$35.55	$30.39	$32.08	$33.77	$35.46	$37.15	$33.43	$35.29	$37.15	$39.01	$40.86
8	$29.96	$31.62	$33.29	$34.95	$36.62	$31.31	$33.05	$34.78	$36.52	$38.26	$34.44	$36.35	$38.26	$40.18	$42.09
9	$30.86	$32.57	$34.29	$36.00	$37.71	$32.25	$34.04	$35.83	$37.62	$39.41	$35.47	$37.44	$39.41	$41.38	$43.35
10	$31.78	$33.55	$35.31	$37.08	$38.85	$33.21	$35.06	$36.90	$38.75	$40.59	$36.53	$38.56	$40.59	$42.62	$44.65
11	$32.74	$34.55	$36.37	$38.19	$40.01	$34.21	$36.11	$38.01	$39.91	$41.81	$37.63	$39.72	$41.81	$43.90	$45.99
12	$33.72	$35.59	$37.46	$39.34	$41.21	$35.24	$37.19	$39.15	$41.11	$43.07	$38.76	$40.91	$43.07	$45.22	$47.37
13	$34.73	$36.66	$38.59	$40.52	$42.45	$36.29	$38.31	$40.32	$42.34	$44.36	$39.92	$42.14	$44.36	$46.58	$48.79
14	$35.77	$37.76	$39.75	$41.73	$43.72	$37.38	$39.46	$41.53	$43.61	$45.69	$41.12	$43.40	$45.69	$47.97	$50.26
15	$36.84	$38.89	$40.94	$42.99	$45.03	$38.50	$40.64	$42.78	$44.92	$47.06	$42.35	$44.71	$47.06	$49.41	$51.76
16	$37.95	$40.06	$42.17	$44.27	$46.38	$39.66	$41.86	$44.06	$46.27	$48.47	$43.62	$46.05	$48.47	$50.89	$53.32
17+	$39.09	$41.26	$43.43	$45.60	$47.77	$40.85	$43.12	$45.39	$47.66	$49.92	$44.93	$47.43	$49.92	$52.42	$54.92

Escuela Popular

10-Months Teacher - Compensation Structure

Years of Service	Annual Salary Credentialed		
	Developing (90%)	Evolving (95%)	Fully Performing (100%)
	STSP, PIP, Waiver, Emergency Permit, etc. & no yrs of experience as a credential teacher	Intern Credential	Preliminary or Clear Credential- with all required authorizations (BCLAD/CLAD)
1	$60,628	$63,996	$67,364
2	$62,447	$65,916	$69,385
3	$64,320	$67,894	$71,467
4	$67,536	$71,288	$75,040
5	$69,562	$73,426	$77,291
6	$71,649	$75,630	$79,610
7	$73,798	$77,898	$81,998
8	$76,012	$80,235	$84,458
9	$78,293	$82,642	$86,992
10	$80,642	$85,122	$89,602
11	$83,061	$87,676	$92,290
12	$85,553	$90,306	$95,059
13	$88,120	$93,015	$97,911
14			
15+			

Escuela Popular

10.5-Months Teacher - Compensation Structure

Years of Service	Annual Salary Credentialed		
	Developing (90%)	Evolving (95%)	Fully Performing (100%)
	STSP, PIP, Waiver, Emergency Permit, etc. & no yrs of experience as a	Intern Credential	Preliminary or Clear Credential- with all required authorizations
1	$63,659	$67,196	$70,732
2	$65,569	$69,212	$72,854
3	$67,536	$71,289	$75,040
4	$70,913	$74,852	$78,792
5	$73,040	$77,097	$81,156
6	$75,231	$79,412	$83,591
7	$77,488	$81,793	$86,098
8	$79,813	$84,247	$88,681
9	$82,208	$86,774	$91,342
10	$84,674	$89,378	$94,082
11	$87,214	$92,060	$96,905
12	$89,831	$94,821	$99,812
13	$92,526	$97,666	$102,807
14			
15+			

Escuela Popular

10-Month Special Education Specialist - Compensation Structure

Years of Service	Annual Salary				
	Bachelors Degree - Credentialed				
	Developing (90%)	Evolving (95%)	Fully Performing (100%)	Lead Performer (105%)	Top Performer (110%)
	STSP, PIP, Waiver, Emergency Permit, etc. & no	Intern Credential	Preliminary or Clear Credential- with all required authorizations		
1	$65,775	$69,429	$73,084	$76,738	$80,392
2	$67,748	$71,512	$75,276	$79,040	$82,804
3	$69,781	$73,657	$77,534	$81,411	$85,287
4	$73,270	$77,340	$81,411	$85,482	$89,552
5	$75,468	$79,660	$83,853	$88,046	$92,238
6	$77,732	$82,051	$86,369	$90,687	$95,006
7	$80,064	$84,512	$88,960	$93,408	$97,856
8	$82,466	$87,048	$91,629	$96,210	$100,792
9	$84,940	$89,659	$94,378	$99,097	$103,816
10	$87,488	$92,349	$97,209	$102,069	$106,930
11	$90,113	$95,119	$100,125	$105,131	$110,138
12	$92,816	$97,973	$103,129	$108,285	$113,442
13	$95,601	$100,912	$106,223	$111,534	$116,845
14					
15+					

Escuela Popular

11-Month Special Education Specialist - Compensation Structure

Years of Service	Annual Salary				
	Bachelors Degree - Credentialed				
	Developing (90%)	Evolving (95%)	Fully Performing (100%)	Lead Performer (105%)	Top Performer (110%)
	STSP, PIP, Waiver, Emergency Permit, etc. & no yrs of experience as a	Intern Credential	Preliminary or Clear Credential- with all required authorizations		
1	$72,353	$76,372	$80,392	$84,412	$88,431
2	$74,524	$78,664	$82,804	$86,944	$91,084
3	$76,759	$81,024	$85,288	$89,552	$93,817
4	$80,597	$85,074	$89,552	$94,030	$98,507
5	$83,015	$87,627	$92,239	$96,851	$101,463
6	$85,505	$90,256	$95,006	$99,756	$104,507
7	$88,070	$92,963	$97,856	$102,749	$107,642
8	$90,713	$95,752	$100,792	$105,832	$110,871
9	$93,434	$98,625	$103,816	$109,007	$114,198
10	$96,237	$101,584	$106,930	$112,277	$117,623
11	$99,124	$104,631	$110,138	$115,645	$121,152
12	$102,098	$107,770	$113,442	$119,114	$124,786
13	$105,161	$111,003	$116,845	$122,687	$128,530
14					
15+					

Escuela Popular

Operations / Administrative - Compensation Structure

Grade	Annual Salary					Operations	Administrative
	1-2 years of expereince	3 + years expereince	5+ years expereince	Lead Performer (105%)	Top Performer (110%)		
1	$19.44	$20.52	$21.60	$22.68	$23.76	Yard Duty	
2	$23.33	$24.63	$25.92	$27.22	$28.52	Food Service Assistant, Campus Supervisor	Student Center Assistant, Assessment Proctor
3	$25.66	$27.09	$28.52	$29.94	$31.37	Campus Security	Administrative Assistant
4	$28.23	$29.80	$31.37	$32.94	$34.50	Custodian	Registrar Specialist, Truancy Specialist
5	$31.05	$32.78	$34.50	$36.23	$37.95	Food Service Specialist, Campus Security, Facilities	Childcare Services Assistant
6	$34.16	$36.06	$37.95	$39.85	$41.75	Facilities & Technology Specialist	Student Resources Advocate, Human Resources Specialist
7	$37.57	$39.66	$41.75	$43.84	$45.92		

Escuela Popular

Operations / Administrative / Leader - Compensation Structure

Grade	Annual Salary					Operations	Administrative	Leader
	Developing (90%)	Evolving (95%)	Fully Performing (100%)	Lead Performer (105%)	Top Performer (110%)			
	1-2 years of expereince	3 + years expereince	5+ years expereince	Added responsibilities				
1	$72,700	$76,800	$80,793	$84,800	$88,900	Office Coordinator, Student and Family Services Specialist, Family Engagement Specialst, Student Engagement Specialist, and Food Services Lead		Instructional Mentor
2	$76,000	$80,200	$84,400	$88,600	$92,800	Athletics Coordinator, Childcare Coordinator		
3	$83,500	$88,200	$92,800	$97,400	$102,100	Legal Assistant Program Manager	Human Resources Manager, Compliance Manager, Student Data Manager, Business Manager	Strategic Programs & Grant Manager, Academic Counselor
4	$91,900	$97,000	$102,100	$107,200	$112,300	Program Case Manager		Community Relations Advocate,
5	$101,100	$106,700	$112,300	$117,900	$123,500		Special Education Coordinator	Instructional Lead
6	$113,200	$119,500	$125,800	$132,100	$138,400			Instructional Leader
7	$124,600	$131,500	$138,400	$145,300	$152,200			Student Services Director
8	$137,000	$144,600	$152,200	$159,800	$167,400			
9	$150,700	$159,000	$167,400	$175,800	$184,100	Managing Director		Director of Academics, Principal
10	$165,700	$174,900	$184,100	$193,300	$202,500			
11	$182,300	$192,400	$202,500	$212,600	$222,800			
12	$200,500	$211,700	$222,800	$233,900	$245,100			
13	$220,600	$232,800	$245,100	$257,400	$269,600			
14	$242,600	$256,100	$269,600	$283,100	$296,600			

Accounting Code Names
1100 Cert. Teachers
1148 Cert. SPED Teacher
1300 Cert. Administration
2100 Class. Instructional Aides
2103 Class. Instructors
2300 Class. Administrators
2401 Class. Clerical (Hourly or Assessment)
2904 Class. Security / Yard Duty
2925 Class. Childcare
2928 Class. Food
2930 Class. Maintenance / Grounds
2935 Class. Subs

Appendix 33: Lease Agreement

SCHOOL BUILDING AND GROUND LEASE

BETWEEN

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT,
a political subdivision of the State of California, County of Santa Clara,

as "Landlord"

and

ESCUELA POPULAR DEL PUEBLO,
a California nonprofit public benefit corporation,

as "Tenant"

Dated: March 15th, 2010

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SCHOOL BUILDING AND GROUND LEASE

This School Building and Ground Lease ("**Lease**") dated March 15, 2010 (the date of full execution by the parties) ("**Effective Date**") is made and entered into by and between Alum Rock Union Elementary School District, a political subdivision of the State of California and County of Santa Clara, hereinafter called "**Landlord**," and Escuela Popular del Pueblo, a California nonprofit public benefit corporation, hereinafter called "**Tenant**."

Recitals

A. Landlord is the fee owner of the real property and improvements described and depicted on **Exhibit A**, attached hereto ("**Site**").

B. Landlord currently operates Pala Middle School on a portion of the Site at 149 N. White Road, San Jose, California, comprising approximately 8.47 acres of land as generally shown on **Exhibit B** hereto, but intends to close Pala Middle School at the end of the 2009-10 school year. The Site contains the Premises (defined in Section 1.02 below).

C. Tenant is a lawfully organized and existing nonprofit charitable corporation organized and existing in the State of California.

D. Tenant operates a public charter school, including K-8 and high school programs, pursuant to the California Education Code and provides other community services to the East San Jose community.

E. Tenant's charter school currently includes 224 K-8 students, of which 121 currently reside within the jurisdiction of Landlord's school district, and projects 255 students, of which 143 shall reside within Landlord's jurisdiction, in its K-8 charter school program for the 2010-2011 school year.

F. Tenant has requested that Landlord provide facilities for in-district students and Landlord desires to provide such facilities for fair market value rent, in accordance with the terms of this Lease.

G. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises for educational purposes to operate a public charter school and for other community service purposes.

H. Landlord and Tenant now desire to enter into this Lease with respect to the Premises, as follows.

ARTICLE 1. LEASE; PREMISES.

1.01. Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and hires from Landlord, the Premises described below, for the Term and upon the covenants and conditions set forth in this Lease. Tenant agrees that the Existing

Improvements and rights and benefits provided to Tenant under this Lease shall be in satisfaction of all obligations which Landlord may now or in the future have to provide facilities and/or equipment to Tenant under Education Code sections 47600 *et seq.* and under applicable regulations in the California Code of Regulations (as they respectively currently exist or as they may be amended or modified in the future) for the entire Lease Term and for any of Tenant's charter school or education operations or the operations of any assignee, transferee or affiliate of Tenant.

1.02. Premises. "**Premises**" in this Lease means the Real Property and the Existing Improvements as generally shown on **Exhibit B** hereto, exclusive of the Off Premises Parking Area (to the extent depicted therein) and exclusive of any Tenant Improvements hereafter constructed or located on the Premises by Tenant in accordance with this Lease, all as defined below:

A. "**Real Property**" means an approximately 8.47 acre portion of the Site. The Real Property is shown on **Exhibit B**.

B. "**Existing Improvements**" means the approximately 56,460 square feet of buildings, fields, a track, the black top, parking lots, and landscape areas and all other improvements on, about, over, or under the Real Property as shown on **Exhibit B** and existing as of the Commencement Date.

1.03. Condition of Premises.

A. Landlord, at Landlord's cost and as soon as reasonably practicable after execution of this Lease, but in no event later than August 16, 2010, shall complete or cause to be completed any improvements necessary to ensure (a) that the Premises (including all physical, electrical, mechanical, HVAC, plumbing, and structural components of the Existing Improvements) shall be in good working order on the Commencement Date, (b) that water, gas, electricity, utilities, sewer, and drainage are available at, to and from the Premises and are in good working order, (c) that all fixtures, signage, furnishings, and equipment, except for the Retained Property (defined below), are removed from the Premises, and (d) delivery of the Premises to Tenant in broom clean condition (collectively, "**Landlord's Work**"). Landlord's Work shall be performed in a good and workmanlike manner and in compliance with applicable Laws. Except as to Landlord's Work, Landlord shall deliver the Premises to Tenant in an "as is" condition, without any agreements, representation, warranties of any kind (including warranties of fitness or use for a particular purpose), or obligations on the part of Landlord to perform any alterations, repairs, or improvements. In addition to Landlord's Work, Landlord shall deliver the Premises on the Commencement Date improved with the Retained Property (defined below). Tenant's execution of the Confirmation of Term of Lease pursuant to Section 2.03 or the failure of Tenant to deliver written notice of any deficiencies in Landlord's Work to Landlord within ten (10) days after Landlord's delivery of the Premises to Tenant, whichever is earlier, shall constitute Tenant's acknowledgment that Landlord's Work was completed as required by this Section.

B. Within ninety (90) days following the Effective Date of this Lease, Landlord shall provide Tenant with an inventory of fixtures, furnishings, equipment, and items of

personal property Landlord is willing to leave on the Premises for Tenant's use ("**Inventory Offer**"). Within sixty (60) days after Tenant's receipt of the Inventory Offer, Tenant shall provide Landlord with a list of those fixtures, furnishings, equipment, and items of personal property which Tenant accepts ("**Retained Property**"). Tenant shall be entitled to exclusive use of the Retained Property, without charge, for the duration of the Term of this Lease. The Retained Property shall be and remain Landlord's personal property, and shall revert to Landlord upon expiration or termination of the Lease, in the same condition as when received by Tenant, ordinary wear and tear typical to Tenant's Use excepted.

1.04. Condition Precedent to Effectiveness of Lease. This Lease shall become effective only once Landlord and its Board shall have (duly and in accordance with applicable Laws): (i) approved closure of the existing Pala Middle School currently located on the Premises, such closure to be effective as of the end of the 2009-10 school year, and (ii) authorized use of the Premises for lease to Tenant for a public charter school and other community service purposes, including without limitation as a school facility so that Tenant may commence its operations on the Premises no later than August 16, 2010.

1.05. Negation of Partnership. Neither party shall become or be deemed a partner or a joint venturer with the other by reason of the provisions of this Lease.

ARTICLE 2. TERM.

2.01. Term. The initial term of this Lease ("**Initial Term**") shall be forty (40) years and shall expire at 11:59 p.m. on the day before the fortieth (40th) anniversary of the Commencement Date, unless extended, or sooner terminated, in accordance with the provisions of this Lease. The word "**Term**" as used in this Lease shall refer to the Initial Term plus any extension of the Initial Term, unless specifically provided otherwise.

2.02. Option to Extend Term. Tenant shall have the option to extend the Initial Term on all the terms and conditions contained in this Lease, except for rent which shall be paid in accordance with Sections 3.01 and 3.02, for three (3) consecutive five (5)-year periods (each an "**Extension Term**") following expiration of the Initial Term. Provided Tenant is not in default under this Lease at the time of exercise of any Extension Term (in which case Tenant shall not be entitled to exercise any option for an Extension Term), Tenant shall exercise an Extension Term by giving notice of exercise of the option ("**Option Notice**") to Landlord at least six (6) months but not more than one (1) year before the expiration of the immediately preceding Initial or Extension Term. Rent upon commencement of any Extension Term shall not exceed one hundred and ten percent (110%) of the rent in effect for the immediately preceding final year of the Initial Term or Extension Term, as applicable.

2.03. Commencement. The Initial Term shall commence on August 16, 2010, subject to Landlord's delivery of possession of the Premises to Tenant with Landlord's Work completed in accordance with Section 1.03 herein and applicable Laws and standards (except for minor punch-list items which do not materially interfere with Tenant's Use) ("**Commencement Date**"). When the Commencement Date and expiration date have been ascertained, the parties shall immediately execute a Confirmation of Term of Lease in the form and content set forth as

Exhibit C. Each year during the Term beginning on the Commencement Date and each anniversary of the Commencement Date shall be referred to as a "**Lease Year**."

2.04. Tenant's Right To Terminate; Contingency Period. Tenant shall have from the Effective Date until the earlier of (a) the Commencement Date of this Lease or (b) initiation of the Preparation Period as provided under Section 5.02 ("**Contingency Period**") to conduct any inspections of the Premises and the Existing Improvements and all other due diligence activities and either satisfy or waive the contingencies provided below, each a "**Tenant Contingency**." The Contingency Period may be extended upon mutual agreement of Landlord and Tenant. During and continuing through the Contingency Period and upon reasonable (not less than 24 hours) notice, and subject to the indemnification provisions in Section 8.09 of this Lease and proof of insurance required by Article 8 of this Lease, Tenant and its contractors and representatives shall have right of entry upon the Site, Premises, and Existing Improvements for the purpose of conducting non-destructive due diligence investigations and inspections, as determined necessary or desirable by Tenant, taking into consideration Tenant's Use of the Premises, including as set forth in Section 2.04.B below. If Tenant, in its sole discretion, is unable or unwilling to satisfy or waive each Tenant Contingency within the Contingency Period, or otherwise determines that the Premises are not feasible for or suitable to Tenant's Use or otherwise in conformance with applicable Laws, then Tenant may, at its sole option, terminate the Lease by written notice to Landlord, without any liability to any party, broker or consultant and without the payment of any consideration to any party, broker or consultant. Tenant shall provide written notice to Landlord of Tenant's intent to terminate the Lease or to waive the Tenant Contingencies and proceed with the Lease ("**Election Notice**") on or before expiration of the Contingency Period ("**Notice Date**"). If Tenant does not provide Landlord with said Election Notice or before the Notice Date, then Tenant shall be deemed to have waived all contingencies and the Lease shall be deemed in full force and effect and binding upon all parties. If, during the Contingency Period, Tenant opts to terminate the Lease, such termination shall be in accordance with Article 10.

A. Governmental Approvals and/or Permits Contingency. During the Contingency Period, Tenant shall have obtained, or determined it will be able to timely obtain, all required or discretionary governmental and approvals, entitlements and permits from any and all governmental agencies or entities asserting jurisdiction over the use and development of the Property, the Premises, the Existing Improvements, the Tenant Improvements, Tenant, or Tenant's Use, including all approvals required by the California Division of the State Architect ("**DSA**"), Planning and Building Departments of the City of San Jose, and Alum Rock Union Elementary School District (including in its capacity as Landlord or property owner).

B. Suitability Contingency. During the Contingency Period, Tenant shall have determined that the Premises are suitable for Tenant's Use. Landlord shall use all reasonably diligent efforts to provide Tenant with copies of all reports, agreements, service and other contracts, documents, studies and other materials and information within Landlord's possession or control, to the extent related to or otherwise affecting the Site, the Premises, the Existing Improvements (including the physical and environmental condition thereof), or Tenant's Use; delivery thereof shall be made by Landlord to Tenant no later than twenty (20) days after the Effective Date. Tenant shall have the right, in its sole discretion, to determine whether the Premises and Existing Improvements are feasible for or suitable to Tenant's Use and otherwise in

conformance with applicable Laws. In order to do so, Tenant may, at Tenant's expense, conduct all non-destructive inspections and studies and perform all due diligence (including document review, surveys, studies, assessments, and visual and physical inspections and testing of any and all kinds) which it deems necessary or desirable, including for or related to: (i) title review, surveys, zoning and similar matters; (ii) environmental assessments and other engineering or feasibility studies, including Phase I and Phase II studies, and air quality assessments; (iii) geotechnical, seismic, soils, and other physical or geological conditions (including evaluation of subsurface conditions and any special fault studies zone); and (iv) negotiation of new service contracts on terms acceptable to Tenant in its sole discretion and evaluation of related costs.

C. Financing Contingency. During the Contingency Period, Tenant shall have secured financing from lender(s) and/or bond issuers acceptable to Tenant for Tenant's Use (including development and construction of the Tenant Improvements) in an amount and on terms acceptable to Tenant in its sole discretion. Tenant shall have provided Landlord with (i) documentation providing how Tenant plans on financing, without limitation, construction of the Tenant Improvements and rental payments under the terms of this Lease, and (ii) a copy of its audited financial statements for the last three (3) years. Any lender extending such financing shall automatically be deemed to be an "**Institutional Investor**" as defined in Section 6.01.

ARTICLE 3. RENT; SECURITY DEPOSIT AND OTHER PAYMENTS.

3.01. Base Rent. Tenant shall pay to Landlord on the first (1st) day of each calendar month the Base Rent, without deduction, set-off, prior notice, or demand, for the Premises as follows:

Preparation Period	$7,500 per month
Commencement Date through "Substantial Completion" or June 30, 2012, whichever occurs first:	$30,000 per month
"Substantial Completion" or July 1, 2012, whichever occurs first through Month 60:	$40,000 per month
Months 61 through 480 and any Extension Term:	Pursuant to Section 3.02

Rent for any partial month shall be prorated on the basis of thirty (30)-day months. The Due Diligence Period and Preparation Period are defined in Section 5.02. "**Substantial Completion**" means that the following have occurred: (i) Tenant's completion of the Initial Tenant Improvements in accordance with applicable Laws (except minor punch list items which do not materially interfere with Tenant's Use as determined by Tenant; and (ii) Tenant's receipt of such governmental authorization as may be required for Tenant's Use and commencement of regular operations of Tenant's K-8 program at the Existing Improvements and

the Initial Tenant Improvements; provided that Tenant shall diligently pursue any such required authorizations.

3.02. Adjustments to Base Rent. The Base Rent shall be adjusted at the beginning of the sixty-first (61st) month of the Term and every third Lease Year thereafter, including during any Extension Term(s) (each a "**Rent Adjustment Date**"), by an amount calculated as provided below.

A. The base for computing the adjustment is the Consumer Price Index for All Urban Consumers (base year 1982-1984 = 100) in the San Francisco-Oakland-San Jose Metropolitan Statistical Area, published by the United States Department of Labor, Bureau of Labor Statistics ("**Index**"), which is in effect on January 1 of the calendar year following the calendar year in which the Commencement Date occurs ("**Beginning Index**"). The Index published as of June of the year of the Rent Adjustment Date in question (or, to the extent the June publication date is not relevant, such other publication date immediately preceding the Rent Adjustment Date in question) ("**Extension Index**") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the annual rent for the following Lease Year (until the next Rent Adjustment Date in accordance with this Section) shall equal the sum of (i) the Base Rent in effect immediately prior to the applicable Rent Adjustment Date, plus (ii) the product obtained by multiplying such amount by the percentage increase in the Index. Notwithstanding anything to the contrary in the preceding sentence, Base Rent shall not increase less than five percent (5%) or greater than ten percent (10%) at each Rent Adjustment Date. On adjustment of the Base Rent as provided in this Section 3.02, Landlord shall notify Tenant in writing of the new Base Rent.

B. If the Index is changed so that the base year differs from that in effect when the Term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers (base year 1982-1984 = 100) in the San Francisco-Oakland-San Jose Metropolitan Statistical Area. If the Index is discontinued or revised during the Term, such other government index or computations with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3.03. Security Deposit.

A. Within sixty (60) days of the Effective Date, Tenant shall deposit with Landlord a security deposit in the amount of Thirty Thousand Dollars and No Cents ($30,000.00) ("**Security Deposit**").

B. The Security Deposit shall secure the timely, full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If, at any time, Tenant shall fail to make any payment or fail to keep or perform any term, covenant or condition on its part to be made or performed or kept under this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligation under this Lease, use, apply or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to Landlord; (b) to make any required payment on Tenant's behalf; and/or, (c) to compensate Landlord for any loss,

damage, attorneys' fees or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum.

C. Within ninety (90) days after the expiration or termination of this Lease, Landlord shall return that portion of the Security Deposit not used or applied by Landlord, except that Landlord has the right to retain all or any portion of the Security Deposit to cover Rents which will be due in the future or damages for unpaid Monthly Rent (collectively, "**Future Rent Damages**") until (1) the precise amount of such Future Rent Damages are determined by a final judgment in a court of law at which time Landlord may apply the Security Deposit toward payment of such sum, or (2) Landlord has reasonably estimated the amount of such Future Rent Damages at which time it may apply the Security Deposit toward payment of such estimated Future Rent Damages. Tenant expressly waives any requirement in Civil Code section 1950.7 or successor or similar statute for the accounting of or return to Tenant of the Security Deposit within any period shorter that specified by this Lease and further expressly waives any and all other portions of Civil Code section 1950.7 or successor or similar statute that are inconsistent with the provisions of this Lease.

3.04. Taxes; Assessments.

A. No Property Taxes are currently assessed against the Premises or Site. In the event they are assessed, whether due to a change in ownership or otherwise, Tenant shall be responsible to pay any such Property Taxes. "**Property Taxes**" means and includes any and all of the following: all real property taxes, public infrastructure improvement assessments or any other assessments, levies, fees, exactions or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in lieu" of any such tax or assessment) which are assessed, levied, charged, conferred or imposed by any public authority upon the Premises, any improvements, the Site, or Tenant's operations on the Premises, together with all taxes, assessments or other fees imposed by any public authority upon or measured by any rent or other charges payable hereunder, including any gross receipts tax or excise tax levied by any governmental authority with respect to receipt of rental income, Possessory Interest Taxes, or with respect to or by reason of the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof, together with any tax imposed in substitution, partially or totally.

B. This Lease creates a possessory property interest in Tenant. Tenant's property interest may be subject to property taxation, and Tenant or the party in whom the possessory interest is vested may be subject to the payment of Property Taxes levied on Tenant's property interest. Such taxes are referred to herein as "**Possessory Interest Taxes**."

ARTICLE 4. USE.

4.01. Tenant's Use. Tenant shall use the Premises for the operation of a public charter school (elementary school, middle school and/or high school with outdoor recreational facilities, and other related or ancillary administrative office uses) and such other incidental educational uses or community service purposes as Tenant deems necessary or desirable to serve the local population, including construction and operation of the Tenant Improvements and maintenance

and operation of the Existing Improvements ("**Tenant's Use**"). Tenant shall be entitled to exclusive use of the Premises, except as otherwise provided in this Lease, with access thereto on a twenty-four (24) hour per day, seven (7) day per week, three hundred sixty-five (365) day per year basis. Landlord acknowledges and agrees that at least fifty-one (51) classrooms are anticipated to be operated at the Premises. Tenant anticipates that it will actively use the Premises for day and evening classes on a seven (7) day per week basis.

4.02. Shared Use.

A. Track and Field Facilities. Tenant shall have use of the track and field facilities depicted on **Exhibit B** hereto subject only to that certain Joint Use Agreement between the City of San Jose and Landlord dated October 29, 2002, for use of the track, attached hereto as **Exhibit D** ("**Track and Field Agreement**"). Tenant acknowledges the Track and Field Agreement, to which Tenant is not a party, and agrees to observe and recognize the rights granted to the City of San Jose under the Track and Field Agreement to use the track and field facilities, as specified in section 6 of the Track and Field Agreement. The Track and Field Agreement shall not be amended without Tenant's prior approval, which shall not be unreasonably withheld. The parties acknowledge and agree that this Lease does not impose upon Tenant any of the obligations of Landlord under the Track and Field Agreement, and nothing in the Track and Field Agreement shall limit Tenant's maintenance obligations as to the track and field area in accordance with this Lease. Landlord shall indemnify, defend, and hold harmless Tenant for any claims or liabilities arising out of City's use of the Premises in connection with the Track and Field Agreement, so long as the Track and Field Agreement remains in effect. Furthermore, Tenant's obligations under Section 8.09 shall not extend to claims or liabilities arising out of City's use of the Premises in connection with the Track and Field Agreement.

B. Alum Rock Youth Center. The Alum Rock Youth Center ("**Youth Center** ") is subject to that certain Joint Use Agreement between the City of San Jose, the Redevelopment Agency of the City of San Jose, and Landlord dated February 17, 2001, attached hereto as **Exhibit E** ("**Youth Center Agreement**"). Tenant acknowledges, and agrees to recognize, that the Youth Center Agreement grants to the City of San Jose the right to use parking spaces at the Premises and the Site at no cost to the City, all as specified in section 9 of the Youth Center Agreement. Landlord will cooperate with Tenant and will use its best efforts (which shall not be deemed to include any attempt to formally assign or obtain the City of San Jose's approval to an assignment of any of Landlord's rights under the Youth Center Agreement) to secure the City of San Jose's recognition of Tenant's right to exclusive use of the Youth Center gymnasium on the dates and times specified in section 8 of the Youth Center Agreement in place of the District.

4.03. Parking Use.

A. Except as otherwise provided in Section 4.02.B of this Lease, Tenant shall have exclusive use of all existing parking available on the Premises.

B. Tenant requires approximately 85 parking spaces in addition to the existing parking contained within the Premises ("**Off-Premises Parking**"). Landlord shall provide such additional parking spaces off-Premises (but within the Site) in the general area

shown as "Phase 1" in **Exhibit B-1** hereto ("**Off-Premises Parking Area**"), to Tenant at no additional charge other than the Base Rent indicated above until such time as any New Parking Facilities, described below, are completed, or August 31, 2020, whichever occurs first. Landlord and Tenant shall enter into a "**Parking Agreement**" in a form reasonably acceptable to the parties setting forth the terms and conditions for the exclusive use of the Off-Premises Parking Area. The Parking Agreement shall provide at least the following terms: (i) Landlord has no obligation to police, supervise, or control the Off-Premises Parking Area or access to it; and (ii) upon completion of the New Parking Facilities (defined below) or August 31, 2020, whichever occurs first, the Parking Agreement shall automatically terminate and thereafter Tenant shall have no right to use or occupy the Off-Premises Parking Area nor any liabilities or obligations related thereto. **Exhibit B-1** hereto specifies an area of the Site as "Phase 2." The Parties agree that nothing herein shall obligate Tenant to construct, or Landlord to allow any improvements shown as "Phase 2," but that such area is depicted on **Exhibit B-1** as a conceptual plan of parking improvements which Tenant may propose in the future.

C. Tenant is considering improving a certain portion of the Premises that fronts to White Road with new facilities to provide additional parking for its exclusive use ("**New Parking Facilities**"), all at Tenant's sole cost and expense as shown as "Phase 3" on **Exhibit B-1** hereto. Tenant shall use its reasonable commercial efforts to develop a parking plan ("**Parking Plan**"), for review and input by Landlord, for the construction of the New Parking Facilities. Tenant shall develop the Parking Plan within four (4) years of the Commencement Date, and, provided the Parking Plan is mutually agreed upon and is determined to be feasible and affordable by Tenant in its sole discretion, Tenant shall use its reasonable commercial efforts to complete the New Parking Facilities within ten (10) years of the Commencement Date. Planning, approval and construction of the New Parking Facilities, if any, shall be conducted in accordance with Article 5.

4.04. Land Use Restrictions. Tenant may enter into agreements restricting use or granting easements over the Premises (except as expressly prohibited by the Track and Field Agreement with respect to the Track and Field area only) or obtain zoning changes or conditional use permits, provided they are strictly limited to the Term and allowed uses under this Lease. Tenant must obtain Landlord's prior written consent to any such restrictions, easements, zoning charges or conditional use permits on the land, its use, or its alienation, for periods extending beyond the Term. Landlord shall, at Tenant's notice or request, join with Tenant in applications and proceedings to obtain necessary use or zoning changes, but without cost or expense to Landlord.

4.05. Utilities. Tenant shall pay when due all charges for water, gas, sewage, electricity, trash collection, telephone and other utilities and services supplied to and used by Tenant on the Premises. Tenant shall, at its sole cost and expense, make reasonable efforts to cause the Premises to be separately metered and/or to have all utilities billed separately and directly to Tenant.

ARTICLE 5. IMPROVEMENTS.

5.01. Tenant's Election to Construct New Improvements. At any time after the Commencement Date and from time to time during the Term, and subject to the terms and

conditions herein, Tenant may, but is not obligated to, construct or otherwise make new improvements on any part or all of the Premises and to demolish, remove, replace, alter, relocate, reconstruct or add to any Existing Improvements in whole or in part, and to modify or change the contour or grade, or both, of the land, in order to render the Premises suitable for Tenant's Use ("**Tenant Improvements**").

A. Tenant shall not demolish, remove or reconstruct any existing buildings or Existing Improvements without Landlord's prior written consent, which Landlord may grant or deny in its own absolute discretion. Tenant may not commence any construction on the Premises or alterations or modifications of Existing Improvements, and Landlord shall not be required to review or approve any proposed construction plans, at any time Tenant is in default under this Lease and any such default has not been cured. All construction of Tenant Improvements shall be performed by licensed general contractors and subcontractors.

B. The Existing Improvements include an administration and classroom building, identified on **Exhibit B** hereto ("**Bell Tower Building**"), which includes a unique architectural appearance and design including among other things Spanish tile roofs, exterior plaster stucco, original wood floors, interior ceiling designs, interior tile work, mouldings, bell tower and other elements which are of aesthetic significance to Landlord and the school district community. Tenant acknowledges and agrees that notwithstanding any other provision in this Lease, Tenant shall not make any alterations to the exterior appearance of the Bell Tower Building, including any color changes or changes or alterations to the roof or roofing materials. Nor shall Tenant remove any interior walls, or make any other interior or exterior alterations, without Landlord's prior written consent which Landlord may grant or deny in its sole discretion except that: (a) if Tenant requests consent to an alteration that is, at the time of the request, required by Law, Tenant notified Landlord in writing of such requirement in its request for consent, and Landlord denies the request, Landlord will indemnify Tenant from losses and damages related to such denial; and (b) nothing in this sentence is intended to prevent Tenant from performing its maintenance and repair obligations required under Section 5.08.A of this Lease. In addition, and except as may be required by Law, any alterations or repairs to the Bell Tower Building must be performed by Tenant in a manner so as not to alter the exterior appearance of the Bell Tower Building including color schemes and tile roof materials.

5.02. Initial Tenant Improvements.

A. Initial Tenant Improvements may include those improvements necessary to or desirable for Tenant's planned public charter school program or otherwise required by applicable Laws or governmental entities asserting jurisdiction, such as installation of buildings and/or modular classrooms, building upgrades and modifications to conform with existing Law, paving, striping, directional signage, utilities (including installation of new or modification of existing hookups, meters, and submeters) and other items or improvements ("**Initial Tenant Improvements**"). Tenant shall submit to Landlord for review and approval conceptual drawings of proposed Initial Tenant Improvements. Landlord shall approve or reasonably disapprove (with reasonable explanation of grounds for disapproval) the conceptual drawings within ten (10) business days after receipt thereof. Following any disapproval of the conceptual drawings, Tenant shall have ten (10) business days to submit revised conceptual drawings to Landlord for review and approval within ten (10) business days.

B. Beginning on the Effective Date of this Lease and through the earlier of (i) the Commencement Date or (ii) commencement of the Preparation Period (if any) ("**Due Diligence Period**"), Tenant shall have access to the Premises in order to conduct due diligence investigations and inspections as contemplated under Section 2.04 above and to perform minor site preparation activities, including painting the Premises. No Base Rent shall be payable by Tenant during the Due Diligence Period.

C. Tenant shall have the right (but not the obligation) to elect, at its sole discretion and upon providing written notice to Landlord, to have access to and use of the Premises for any period of time commencing after July 1, 2010 and through the Commencement Date ("**Preparation Period**"); the commencement date for the Preparation Period shall be as identified in Tenant's written notice). During the Preparation Period, Tenant may undertake additional site preparation activities, including construction and installation of the Initial Tenant Improvements, utilities, furnishing, fixturization, and otherwise preparing the Premises and classrooms within the Premises for Tenant's Use. Tenant's access to and use of the Premises during the Preparation Period shall be on the terms and conditions of this Lease, including payment of Base Rent and Tenant's indemnification and insurance obligations set forth in this Lease.

5.03. Asbestos Disclosure. Tenant acknowledges that Landlord has advised Tenant that the Existing Improvements contain or, because of their age, are likely to contain asbestos-containing building materials ("**ACMs**"). If Tenant undertakes any alterations, additions, or improvements to the Premises or any of the Existing Improvements, as permitted by this Article 5, Tenant shall, in addition to complying with the requirements of Section 5.04 undertake the alterations, additions, or improvements in a manner that avoids disturbing ACMs present in the buildings or Existing Improvements. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Laws, including giving all notices required by Health & Safety Code sections 25915-25919.7.

5.04. Conditions of Construction. Before any Major Construction (defined in this Section 5.04) or any Major Repair (as defined in Section 5.08.B, below) is commenced on the Premises, and before any building materials have been delivered to the Premises by Tenant or under Tenant's authority, Tenant shall comply with all the following conditions or procure Landlord's written waiver of the condition or conditions specified in the waiver ("**Conditions of Major Construction**"). "**Major Construction**" shall mean any alterations or modifications to the structural systems of the Existing Improvements, or any work of construction on the Premises with an estimated construction cost exceeding $100,000.00, subject to increase (but not decrease) annually by an amount equal to the increase in the Index for that year, if any. Furthermore, before any Minor Construction (defined in this Section 5.04) or any Minor Repair (as defined in Section 5.08.B, below) is commenced on the Premises, and before any building materials have been delivered to the Premises by Tenant or under Tenant's authority, Tenant shall comply with all the following conditions or procure Landlord's written waiver of the condition or conditions specified in the waiver which are hereinbelow specified as applying to Minor Construction ("**Conditions of Minor Construction**"). "**Minor Construction**" means any alterations or modifications to the structural systems of the Existing Improvements, or any work of construction on the Premises with an estimated construction cost equal to or less than

$100,000.00, subject to increase (but not decrease) annually by an amount equal to the increase in the Index for that year, if any.

A. Plans and Specifications.

(1) Delivery of Detailed Plans to Landlord. Tenant shall deliver to Landlord for Landlord's approval two sets of detailed construction plans and specifications prepared by an architect or engineer licensed to practice in California, including, if applicable, preliminary grading and drainage plans, asbestos removal plus soil tests, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas and landscaping, sufficient to enable Landlord to make an informed judgment about the design and quality of construction ("**Tenant Improvement Plans**"). All Tenant Improvements shall be constructed within the exterior property lines of the Premises, provided that required work beyond the Premises on utilities, access and conditional use requirements do not violate this provision. This subsection does not apply to Minor Construction.

(2) Landlord's Approval. Except as otherwise provided in this Lease, Landlord shall not unreasonably disapprove the proposed Tenant Improvement Plans. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by reasonable specification of the grounds for disapproval. This subsection does not apply to Minor Construction.

(i) Landlord shall have until thirty (30) days from receipt of Tenant's initial submittal of the proposed Tenant Improvement Plans, or five (5) business days after Landlord's next scheduled Regular Board Meeting, whichever period is longer, to communicate its approval or disapproval. If Landlord fails to respond within such period, such failure shall be conclusively considered to be approval of the Tenant Improvement Plans as proposed. If Landlord timely disapproves the initial proposed Tenant Improvement Plans, then the procedures set forth in Subsection (ii) below shall be followed.

(ii) Following Landlord's disapproval of the Tenant Improvement Plans, Tenant shall submit revised Tenant Improvement Plans within thirty (30) days receiving Landlord's notice of disapproval. Landlord shall have thirty (30) days from delivery of Tenant's submittal of the revised Tenant Improvement Plans to communicate its approval or disapproval. If Landlord fails to respond within the thirty (30) day period, such failure shall be conclusively considered to be approval of the Tenant Improvement Plans as revised. If Landlord timely disapproves the revised Tenant Improvement Plans, then the procedures set forth in this Subsection (ii) shall be repeated until Landlord's concerns have been addressed to Landlord's reasonable satisfaction.

(3) Final Tenant Improvement Plans. Tenant shall prepare final Tenant Improvement Plans substantially conforming to preliminary Tenant Improvement Plans previously approved by Landlord, submit them to the appropriate governmental agencies for approval, and deliver to Landlord one complete set as approved by the governmental agencies. Changes from the preliminary Tenant Improvement Plans shall be considered to be within the scope of the preliminary Tenant Improvement Plans if they are not substantial or if they are made

to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval, and if they do not depart substantially in size from the preliminary Tenant Improvement Plans. This subsection does not apply to Minor Construction except that, as to Minor Construction with an estimated construction cost equal to or more than $50,000.00 (subject to increase [but not decrease] annually by an amount equal to the increase in the Index for that year, if any), Tenant shall deliver to Landlord any final plans promptly after completion.

B. Notice of Intent to Construct. Tenant shall notify Landlord of Tenant's intention to commence work on the Tenant Improvements immediately upon making such determination, and in no event less than ten (10) business days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended Tenant Improvements. The foregoing sentences of this subsection also apply to Minor Construction with an estimated construction cost equal to or more than $50,000.00 (subject to increase [but not decrease] annually by an amount equal to the increase in the Index for that year, if any). For all construction, Major or Minor, Landlord shall have the right to post and maintain on the Premises any notices of nonresponsibility provided for under applicable Law.

C. Construction. Tenant shall be solely responsible for Major Construction. This requirement also applies to Minor Construction.

(1) Tenant shall enter into a written contract with licensed general contractor(s) and subcontractor(s) to perform all work and construct any improvements in accordance with the approved construction documents, and in compliance with all applicable Laws (this subsection also applies to Minor Construction except that, unless specified elsewhere in this Lease, the contracts need not be written and the construction documents need not be approved by Landlord);

(2) Tenant and its contractors and subcontractors shall ensure compliance with any applicable prevailing wage laws and regulations;

(3) Tenant shall require that each contractor and subcontractor agree in writing to indemnify, hold harmless and defend the Landlord, its officers, trustees, employees and agents, the State of California, the project inspector, Tenant and its employees and agents from and against any injury, damage, loss, claim or damages (including payment of attorneys fees and legal costs) to persons or property resulting from, in whole or in part, the contractor's or subcontractor's work on the Premises, except to the extent claims are caused by Landlord's sole or active negligence or willful misconduct;

(4) Prior to the commencement of construction Tenant shall cause a barrier to be installed around the work site and the rest of Landlord's Site surrounding the Premises (this subsection also applies to Minor Construction to the extent that a barrier is reasonably necessary);

(5) Tenant shall be responsible for complying with any applicable public bidding laws;

(6) Prior to commencing any work on the Premises, Tenant shall provide to Landlord, for Landlord's review and written approval, a construction budget for the planned improvements and proof of adequate funding and financing to complete the improvements in accordance with the Construction Documents. Landlord shall complete its review as soon as reasonably possible, and in any event within thirty (30) days after receipt of such materials from Tenant, and provide Tenant its written response. Tenant shall provide Landlord any additional information reasonably requested by Landlord.

D. Payment and Completion Bonds. Prior to commencing any construction, Tenant shall furnish to Landlord payment and performance bonds ("**Bonds**") as described below. The Bonds shall be issued by a responsible surety company/companies, licensed to do business in California, and in an amount not less than one hundred percent (100%) of Tenant's reasonable estimate of the cost of the work of Tenant Improvements and shall remain in effect until completion of the improvement work and the entire cost of the work shall have been paid in full. This subsection does not apply to Minor Construction. The Bonds, as applicable, shall state the following:

(1) That it is to secure the completion of the proposed construction, free from all liens and claims of contractors, subcontractors, mechanics, laborers, and materialmen;

(2) That the construction work shall be effected by Tenant, the general contractor, or on their default, the surety;

(3) That in default of such completion and payment, such part of the amount of the applicable Bonds as shall be required to complete the work shall be paid to Landlord as liquidated and agreed damages for the nonperformance of Tenant's agreements, it being agreed that the exact amount of Landlord's damages is difficult and impractical to ascertain; and

(4) That the surety will defend and indemnify Landlord against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

Landlord may, but shall not unreasonably, disapprove the Bonds. The Bonds shall be deemed approved unless notice of disapproval is given with fifteen (15) business days after receipt of the proposed Bonds.

E. Required Governmental Permits. All Tenant Improvement Plans and all construction shall comply with the Field Act, the Education Code, and Title 24 of the California Code of Regulations (except for provisions in such Act and Codes relating to prevailing wages or public bidding, which must be complied with only to the extent applicable to Tenant) and shall also comply with all Laws applicable to the design and construction of public school classroom facilities and/or setting forth the required specifications for the construction of public school classroom facilities. All plans and specifications shall be reviewed and approved by the California Division of State Architect and any other responsible governmental authorities. All such approvals shall be obtained at Tenant's sole cost and expense. Tenant shall procure and

deliver to Landlord at Tenant's expense evidence of compliance with all then applicable codes, ordinances, regulations and requirements for permits and approvals, including a grading permit, building permits, zoning and planning requirements and approvals from various governmental agencies and bodies having jurisdiction. Landlord shall cooperate with Tenant in applying for and obtaining any required permits, approvals, entitlements, and other permissions related to the Tenant Improvements and Tenant's Use (including execution by Landlord of related applications and other governmental submissions) and (if requested by Tenant) attendance at public hearings related to the Tenant Improvements and Tenant's Use. The first sentence of this section (starting with "All Tenant Improvement Plans") also applies to Minor Construction.

F. Builder's Risk and Other Insurance. Prior to commencing construction, and during the course of construction, Tenant shall require that each contractor and design professional provide evidence of the insurance coverages set forth in **Exhibit F**, attached hereto and incorporated herein. Prior to commencing any work, Tenant shall deliver to Landlord certificates of insurance evidencing the coverages required in **Exhibit F**, attached hereto and incorporated herein. Tenant shall maintain, keep in force and pay all premiums required to maintain and keep in force all insurance above at all times during which such work is in progress.

5.05. Soil Conditions. To Landlord's actual knowledge, the Premises contains no substances that might constitute hazardous materials except as disclosed on the following reports, which have been provided to Tenant for review: (i) Phase I Environmental Site Assessment of the Proposed Pala Youth Center on North White Road, San Jose, California, prepared by Environmental Strategies Corporation dated January 19, 2001; and (ii) Six-Month Surveillance AHERA Inspection Report, Pala Middle School, 149 North White Road, San Jose, CA 95127, prepared by Hazmat Doc, dated May 11, 2009. Tenant may enter onto the land before the Commencement Date to make soil and non-destructive structural engineering tests that Tenant considers necessary. All such tests made by or on behalf of Tenant shall be at Tenant's sole expense and shall be evidenced by a separate contract. A copy of any reports shall be delivered to Landlord within thirty (30) days of receipt by Tenant.

5.06. Grant of Easements. Landlord shall cooperate with Tenant in granting to public entities or public service corporations, for the purpose of serving the Premises and, with the reasonable approval of Landlord, other property, rights-of-way or easements on or over the Premises for poles or conduits or both for telephone, electricity, water, sanitary or storm sewers or both and for other utilities and municipal or special district services.

5.07. Completion of Tenant Improvements.

A. Diligent Prosecution to Completion. Once the work is begun, Tenant shall with reasonable diligence prosecute to completion all construction of Tenant Improvements. All work shall be performed in a good and workmanlike manner, shall substantially comply with the Tenant Improvement Plans submitted to Landlord as required by this Lease, and shall comply with all applicable governmental permits and Laws.

B. Protection of Landlord Against Cost or Claim. Tenant shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the

Mechanics' Lien Law in effect in California when the work begins. No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished the bond required in California Civil Code section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim). In addition to, and not as a limitation on, Tenant's indemnification obligations set forth in this Lease, Tenant shall defend and indemnify Landlord against all liability and loss of any type arising out of work performed on the Premises by Tenant and/or its contractors, subcontractors, consultants and professionals, together with reasonable attorneys' fees and all costs and expenses incurred by Landlord in negotiating, settling, defending or otherwise protecting against such claims in the event of the breach by Tenant of the duty to defend or indemnify Landlord.

C. Landlord's Right to Discharge Lien. If Tenant does not cause to be recorded the bond described in California Civil Code section 3143 or otherwise protect the property under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, Landlord shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. Tenant shall, within ten (10) days, reimburse and indemnify Landlord for all sums, costs, expenses and liabilities incurred by Landlord.

D. Notice of Changes in Plans. No material changes to approved plans may be implemented without Landlord's prior review and written consent. On completion of any work of Tenant Improvements, Tenant shall give Landlord notice of all changes in plans or specifications made during the course of the work and shall, at the same time and in the same manner, supply Landlord with "as built" drawings, both on paper and on CAD, accurately reflecting all such changes.

5.08. Maintenance; Repairs, Alterations; Reconstruction.

A. Tenant Required to Maintain Premises.

(1) Definition of Duty; Compliance with Laws. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, grounds, and all Existing Improvements and Tenant Improvements in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable Laws, rules, requirements and guidelines of: (i) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (iii) all insurance companies insuring all or any part of the Premises or Tenant Improvements or both.

(2) Maintenance Plan. Tenant shall prepare and maintain a maintenance plan and schedule for the Premises and Tenant Improvements to assure proper maintenance, periodic inspection, repair, safe operation and, if and when necessary, replacement

of facilities within the Premises and Tenant Improvements ("**Maintenance Plan**"). As long as Tenant has not exercised its Insurance Election Right under Section 8.01.D(3), the Maintenance Plan shall provide that: (i) Tenant shall maintain service and periodic maintenance agreements with qualified, bonded and licensed contractors for the ongoing maintenance of the HVAC and roof systems on the Premises and Tenant Improvements; (ii) Tenant shall submit to Landlord a quarterly maintenance checklist, in a form reasonably approved by Landlord and Tenant, which shall include Tenant's certification that the HVAC, plumbing, electrical, and roof systems have been maintained and identifying the maintenance conducted on such systems during that quarter; and (iii) Landlord shall conduct annual site inspections on the Premises and Tenant Improvements for purposes of identifying any new items that may need to be included in the Maintenance Plan.

(3) Limit to Tenant's Maintenance Obligations for Purposes of the "Early Termination Right". For the sole and limited purpose of determining the applicability Tenants "Early Termination Right" as set forth in Section 5.08A(3)(iii) below, Tenant's obligation to maintain (repairs or necessary alterations or additions) the HVAC, business structural, or roof system, and plumbing, electrical and sewer systems in the Existing Improvements, and any latent structural defects in the Existing Improvements shall not exceed, for purposes of determining whether such "Early Termination Right" is triggered, $300,000.00 in Maintenance Costs to Tenant in any one Lease Year ("**One Year Cap**") or $600,000.00 in Maintenance Costs to Tenant for any consecutive three (3) Lease Year period ("**Three Year Cap**") (such caps to be referred to individually and collectively as "**Maintenance Caps**"). Costs (not including administrative costs) associated with the maintenance of the HVAC, business structural, or roof system, and plumbing, electrical and sewer systems in the Existing Improvements and any latent structural defects in the Existing Improvements are referred to herein as the "**Maintenance Costs.**" Except as may be specifically provided herein, nothing in this Section 5.08A(3) shall otherwise limit Tenant's obligation to maintain the Premises, the Existing Improvements or the Tenant Improvements in accordance with Section 5.08.A(1) above, or to unreasonably defer such maintenance.

(i) If total Maintenance Costs (as reasonably determined by Landlord and Tenant) in any one Lease Year are less than or equal to the sum of the One Year Cap plus one month's then-current Base Rent, Landlord shall pay to Tenant a sum equal to the difference between the actual Maintenance Costs and the One Year Cap, provided such obligation of Landlord shall not exceed the amount of one month's Base Rent then in effect ("**Landlord's One Year Contribution Cap**"). Landlord shall remit such sum to Tenant within fifteen (15) days of Tenant's written request therefor and to be used by Tenant to pay such Maintenance Costs, and this Lease shall remain in full force and effect; if Landlord does not timely remit the requested sum, Base Rent shall be automatically abated until the sum requested has been fully offset against Base Rent.

(ii) If during any consecutive three Lease Year period Maintenance Costs (as reasonably determined by Landlord and Tenant) are less than or equal to the Three Year Cap plus $100,000.00, Landlord shall pay to Tenant a sum equal to the difference between the actual Maintenance Costs for such period and the Three Year Cap, provided such obligation of Landlord shall not exceed $100,000.00 ("**Landlord's Three Year Contribution Cap**"). Landlord shall remit such sum to Tenant within fifteen (15) days of Tenant's written

request therefor and to be used by Tenant to pay such Maintenance Costs, and this Lease shall remain in full force and effect; if Landlord does not timely remit the requested sum, Base Rent shall be automatically abated until the sum requested has been fully offset against Base Rent.

(iii) If Tenant after consultation with Landlord reasonably determines that the Maintenance Costs will exceed either the One Year Cap plus one month's then-current Base Rent in any one Lease Year, or will exceed the Three Year Cap plus $100,000 in any consecutive three (3) Lease Year period, as applicable, Tenant shall have the right (but not the obligation), after prompt written notice to Landlord (to be provided not more than ninety (90) days after such determination), to terminate this Lease early upon no less than ninety (90) days prior written notice to Landlord specifying with reasonable detail the bases upon which it asserts the One Year Cap or the Three Year Cap as applicable, will be exceeded ("**Early Termination Right**"), and the Lease shall terminate as of the termination date specified by Tenant in such notice, but not later than one hundred eighty (180) days after such notice. Within thirty (30) days of such notice Landlord shall notify Tenant if, based on the information provided by Tenant, it disputes Tenant's Early Termination Right. Tenant's election not to exercise its Early Termination Right at any time shall in no way (y) decrease, increase, or be interpreted to increase, Tenant's maintenance obligations or the Maintenance Caps, or (z) limit or be interpreted to limit, Tenant's ongoing right to exercise its Early Termination Right. If Tenant (due to its sole or active negligence or willful misconduct) fails to maintain the Premises or Tenant Improvements substantially in accordance with the Maintenance Plan and such failure causes Maintenance Costs to exceed the Maintenance Caps ("**Overages**"), then Tenant shall not be entitled to an Early Termination Right to the extent triggered by the Overages but shall instead be obligated to effect the maintenance required as a result of such Tenant failure without any contribution by Landlord.

(iv) At any time upon written notice to Landlord, Tenant may unilaterally relinquish its Early Termination Right as of the date of such notice. Tenant's obligations pertaining to the quarterly maintenance checklist and annual inspection provided for in Section 5.08.A(2) shall automatically terminate provided Tenant has exercised its Insurance Election Right in Section 8.01.D(3) herein and has provided proof of such insurance. Upon such termination, any obligation of Landlord to contribute any sums towards maintenance or Maintenance Costs as set forth in this Section 5.08, including but not limited to the Landlord's One Year Contribution Cap or Landlord's Three Year Contribution Cap, shall terminate and be null and void, all such sums to be and remain the sole obligations of Tenant. As of such termination, Landlord shall have no rights and Tenant shall have no liabilities or obligations related thereto; provided, however, that nothing herein shall restrict in any way Landlord's rights to conduct periodic or emergency inspections of the Premises.

(4) No Landlord Obligation to Maintain; Landlord's Inspection Rights. Except as may be provided in this Section 5.08 Landlord shall have no other obligations to contribute to the maintenance of the Premises or the Tenant Improvements. Tenant hereby expressly waives the provisions of subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of said Civil Code. Landlord shall, throughout the Term, have the right to inspect the Premises upon twenty-four hours notice to Tenant or at all times in the event of emergency.

B. Major and Minor Repairs, Reconstruction, Alterations. Landlord's approval is not required for Tenant's Minor Repairs; provided, however, Tenant shall provide notice to Landlord of any Minor Repairs to the HVAC or roof system. "**Minor Repairs**" means those repairs, alterations or additions with an estimated construction cost not exceeding $100,000.00. "**Major Repairs**" are those repairs, alterations or additions not defined as Minor Repairs above. For Major Repairs, Tenant shall comply with all Conditions of Major Construction set forth in this Lease. For Minor Repairs, Tenant shall comply with all Conditions of Minor Construction set forth in this Lease.

C. CPI Adjustments to One Year Cap, Three Year Cap, Landlord's Three Year Contribution Cap, and Minor Repairs. The One Year Cap and the Three Year Cap shall each be adjusted during the Term at each anniversary of the Commencement Date (each a "**Cap Adjustment Date**"), by an amount calculated as provided herein. The base for computing the adjustment is the Index which is in effect on January 1 of the calendar year following the calendar year in which the Commencement Date occurs ("**Cap Beginning Index**"). The Index published as of June of the year of the Cap Adjustment Date in question (or, to the extent the June publication date is not relevant, such other publication date immediately preceding the Cap Adjustment Date in question) ("**Cap Adjustment Index**") is to be used in determining the amount of the adjustment. If the Cap Adjustment Index has increased over the Cap Beginning Index, the One Year Cap, the Three Year Cap, Landlord's Three Year Contribution Cap, and Minor Repairs for the following Lease Year (until the next Cap Adjustment Date in accordance with this Section) shall equal the sum of (i) the One Year Cap, the Three Year Cap, Landlord's Three Year Contribution Cap, or Minor Repairs, as applicable, in effect immediately prior to the applicable Cap Adjustment Date, plus (ii) the product obtained by multiplying such amount by the percentage increase in the Index. If the Index is changed so that the base year differs from that in effect when the Term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers (base year 1982-1984 = 100) in the San Francisco-Oakland-San Jose Metropolitan Statistical Area. If the Index is discontinued or revised during the Term, such other government index or computations with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

5.09. Casualty Damage.

A. During the Term, if the Premises and/or Tenant Improvements, or any part thereof, shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. Tenant shall be obligated to reconstruct the Premises and/or Tenant Improvements, all to the extent such damage is covered by insurance; provided, however, if insurance proceeds are not sufficient to reconstruct the Premises and/or Tenant Improvements, Tenant may, at its sole option, raise the differential between the insurance proceeds and the cost of reconstruction. If Tenant raises sufficient funds to cover the difference between the insurance proceeds and the cost of reconstruction of the Premises and/or Tenant Improvements, Landlord shall hold any insurance proceeds Landlord has received or will receive in trust for Tenant's benefit. Upon Tenant's delivery to Landlord of invoices from its architect(s), engineer(s), consultant(s) and/or contractor(s) for work performed and materials supplied to the date(s) specified on such invoices Landlord shall make payment to Tenant such sums in the amount(s)

specified by the due dates provided therein, which funds shall be used by Tenant for the payment of such actual amounts due. Immediately upon receiving a notice of intent to construct pursuant to Section 5.04.B from Tenant (and in no event later that ten (10) days after receipt of such notice of intent to construct from Tenant), Landlord shall remit to Tenant the remaining sums of insurance proceeds held in trust for Tenant's benefit (and shall assign to Tenant the right to collect any unpaid insurance proceeds), which sums Tenant shall use solely toward reconstruction of the Premises and/or Tenant Improvements, or that portion so damaged, as applicable. Tenant shall within sixty (60) days after the date of such damage commence to repair and restore the Premises and the Tenant Improvements and shall proceed with reasonable diligence to restore the Premises or Tenant Improvements to substantially the same condition in which they were immediately prior to the happening of the casualty, except that the insurance proceeds may not be used toward replacement of the Retained Property or any part of Tenant's furniture and furnishings or fixtures and equipment removable by Tenant under the provisions of this Lease. In the event Tenant reconstructs the Premises and/or Tenant Improvements pursuant to this Section 5.09.A, Tenant shall have no right to rental abatement.

B. If the Premises and/or Tenant Improvements are so damaged by fire or other casualty that substantial alteration or reconstruction of either or both are required, (i) if such damage cannot be substantially repaired with reasonable diligence within two hundred (200) days thereafter, as reasonably determined by Tenant after consultation with Landlord, (ii) in the event Tenant has exercised its Insurance Election Right under Section 8.01.D(3), if any mortgagee under a mortgage or deed of trust covering the Premises or Tenant Improvements requires that the insurance proceeds payable as a result of said fire or other casualty be used to retire or reduce such mortgage debt, or (iii) if such damage is not covered by insurance carried by Landlord, then Tenant may, at its option, terminate this Lease and the Term and estate granted under this Lease by notifying Landlord in writing of such termination within fifty (50) days after the date of such damage, in which event the Base Rent shall be abated as of the date of such damage. Except as otherwise provided in this Section 5.09, Tenant hereby waives the provisions of California Civil Code section 1933(4). Any insurance which may be carried by Landlord and/or Tenant against loss or damage to the Site or to the Premises shall be for the sole benefit of Tenant and under its sole control, provided that Tenant uses such proceeds for the repair and reconstruction of the Premises and/or Tenant Improvements and except as set forth in the next sentence. Upon termination of this Lease following a casualty as provided under this Section 5.09, insurance proceeds attributable to the Premises and/or Tenant Improvements shall be paid to Landlord. Notwithstanding anything to the contrary in the foregoing two sentences, if any Leasehold Mortgage remains unpaid and the Leasehold Mortgage provides for application of insurance proceeds toward payment of the Leasehold Mortgage, insurance proceeds shall first be paid to the Leasehold Mortgagee toward payment of the Leasehold Mortgage, with any remaining proceeds paid to Landlord.

5.10. Ownership of Improvements; Personalty.

A. Ownership of Tenant Improvements. All Tenant Improvements constructed on the Premises by Tenant as permitted by this Lease shall be owned by Tenant until expiration of the Term or sooner termination of this Lease. Tenant shall not, however, remove any Tenant Improvements from the Premises nor waste, destroy or modify any Tenant Improvements on the Premises, except as may permitted by this Lease. The parties covenant for

themselves and all persons claiming under them that the Tenant Improvements are real property. Subject to the provisions of this Section 5.10, all Tenant Improvements on the Premises at the expiration of the Term or sooner termination of this Lease shall be delivered to Landlord, along with the remaining Existing Improvements free and clear of any liens or encumbrances and shall, upon Landlord's election and without compensation to Tenant, then become Landlord's property free and clear of all liens, encumbrances and claims to or against them by Tenant or any third person, and Tenant shall defend and indemnify Landlord against all liability and loss arising from such claims or from Landlord's exercise of the rights conferred by this paragraph.

B. Equipment, Chattel, Trade Fixtures. All articles of personal property, including all chattel and business and trade fixtures, machinery, equipment, furniture and movable partitions owned by Tenant or any subtenants, and which where installed by Tenant or subtenants at their expense in the Premises, shall remain the property of Tenant or subtenant, respectively, and may be removed at any time during the Term or upon expiration of the Term or sooner termination of this Lease. Tenant shall be responsible for the repair of any damage caused by such removal.

C. Tenant's Duty to Remove. At the expiration or sooner termination of the Term, and notwithstanding anything to the contrary in this Section 5.10, Landlord may, at Landlord's election, demand the removal from the Premises of all fixtures and Tenant Improvements constructed or placed on the Premises by Tenant or of certain fixtures or improvements or both, as specified in the notice provided for below in which case Tenant shall demolish, remove and clear all such Tenant Improvements from the Premises and return such area(s) to level, graded and compacted condition with all utility connections stubbed and capped below grade. A demand to take effect at the normal expiration of the Term shall be effected by notice given at least six (6) months before the expiration date. A demand to take effect on any other termination of the Lease shall be effected by notice given in or concurrently with notice of such termination or within fifteen (15) days after such termination. Tenant shall comply with the notice before the expiration date, for normal termination, and within ninety (90) days after the notice for other terminations. The duty imposed by this Section 5.10.C shall not include an obligation to remove underground utilities, meters, hardscape (including parking and sidewalk areas), or landscaping. In addition, the duty imposed by this Section 5.10.C shall not apply if this Lease is terminated following a casualty as provided under Section 5.09.B and all insurance proceeds have been paid to any Leasehold Mortgagee for application to payment of its Leasehold Mortgage and/or to Landlord as provided in Section 5.09.B. This section 5.10.C also shall not apply to Tenant Improvements to the extent that such Tenant Improvements were approved by Landlord as required by this Lease and were built and maintained in accordance with the terms of this Lease.

ARTICLE 6. ENCUMBRANCE OF LEASEHOLD ESTATE.

6.01. Leasehold Mortgage. Tenant shall have the right to pledge its leasehold estate as security for indebtedness, whether by deed of trust, mortgage, collateral assignment, or other document subject to and in accordance with the terms and provisions set forth in **Exhibit G** attached hereto and incorporated herein by this reference, which also sets forth the rights and interest of any Leasehold Mortgagee. In the event on any occasions hereafter Tenant seeks to mortgage its leasehold estate, Landlord shall amend this Lease from time to time as reasonably

requested by an Institutional Investor proposing to make Tenant a loan secured by Tenant's leasehold estate, provided that no proposed amendments shall (a) affect or alter the Tenant's Use provisions herein; (b) materially and adversely affect the monetary interests of Landlord pertaining to Rent, including any additional rent; or (c) affect the protections granted to Landlord as to the Bell Tower Building under this Lease; and further provided that no proposed amendments shall materially and adversely affect Landlord's rights or materially or adversely increase Landlord's obligations under the Lease and that no proposed amendment shall become effective unless and until such Institutional Investor makes such loan to Tenant.

ARTICLE 7. ASSIGNMENT; SUBLEASING.

7.01. Assignment; Subleasing.

A. Except as hereinafter provided, Tenant shall not assign the Lease or sublease any or all of the Premises and/or the Tenant Improvements without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, and subject to the terms and conditions herein, Tenant shall have the right to assign the Lease or certain obligations and rights thereunder, or sublease any or all of the Premises and/or the Tenant Improvements to any Permitted Transferee (defined below) provided that Tenant shall provide to Landlord for Landlord's review and approval adequate evidence of any such assignee's or sublessee's, as applicable, financial ability to fully perform the terms and conditions of this Lease. Each of the following constitutes a "**Permitted Transferee**":

(1) Any corporation that controls or is controlled by Tenant.

(2) Another corporation in connection with a corporate reorganization, or the merger of Tenant into, or the consolidation of Tenant with, another corporation or corporations.

(3) Any successor of all or substantially all of Tenant's public charter school or assets.

(4) Any Leasehold Mortgagee.

(5) Any of the following transferees:

(i) Any public charter school;

(ii) Any not-for-profit community service agency to the extent that its use and occupancy of the Premises is not inconsistent with Tenant's Use.

(6) Any assignment for security purposes only, including the grant of a deed of trust, assignment of rents and security agreement to secure the funds necessary for construction of the Tenant Improvements or permanent financing to repay such construction loan and any sale/leaseback, off-balance sheet financing, bond issuances, or other financing mechanisms.

B. Any sublease or assignment to any person shall be conditioned on the proposed sublessee or assignee, as applicable, agreeing in writing to abide by and perform the terms and conditions of this Lease including the use restrictions specified in Article 4. No assignment or subletting shall relieve Tenant from any of its obligations under this Lease.

C. Tenant shall, promptly after execution of such assignment or sublease, notify Landlord of the assignment or sublease with appropriate documentation as evidence that the proposed assignee or sublessee qualifies as a permitted transferee, and shall provide Landlord with a copy of the assignment or sublease. Except as otherwise provided in this Lease for a permitted mortgagee, the proposed transferee shall, in recordable form, expressly assume all the covenants and conditions of this Lease applicable to the portion of Premises or Tenant Improvements so transferred.

ARTICLE 8. INSURANCE AND INDEMNITY.

8.01. Tenant's Insurance Obligations.

A. Liability Insurance. As of the Commencement Date and continuing until expiration of the term of the Lease, Tenant shall procure, pay for and maintain in effect policies of commercial general liability insurance insuring Landlord and its officers, Trustees, employees and agents and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and / or arising out of the operation, use, or occupancy by Tenant of the Premises and any area appurtenant to the Premises (including the Off-Premises Parking Area). Such insurance shall include broad form contractual liability insurance coverage insuring sexual misconduct and harassment and all of Tenant's indemnity obligations under this Lease. Such insurance shall be in an amount of not less than five million dollars ($5,000,000.00) for bodily injury or death and property damage as a result of any one occurrence and a five million dollar ($5,000,000.00) general aggregate policy. In addition, Tenant shall obtain a products/completed operations aggregate policy in the amount of two million dollars ($2,000,000.00) and a personal injury policy in the amount of one million dollars ($1,000,000.00). The insurance shall be with a carrier approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the provisions of this Section 8.01, Landlord acknowledges that Tenant is currently insured by joint pooled insurance and agrees that Tenant shall have the right to provide the coverage specified in this Section by a program of joint and/or pooled insurance. Prior to possession, Tenant shall deliver to Landlord a certificate of insurance evidencing the existence of the policies required hereunder and stating that such policy shall not be cancellable upon less than thirty (30) days prior written notice to Landlord. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss however occasioned occurring during the policy term and shall be endorsed to add Landlord as an additional insured. Such coverage shall also contain endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including employees as additional insureds; (iii) deleting any liquor liability exclusion; and (iv) providing for coverage of employer's automobile non-ownership liability.

B. Workers' Compensation Insurance. As of the Commencement Date and continuing until expiration of the term of the Lease, Tenant shall procure, pay for and maintain in effect policies of worker's compensation insurance in accordance with California Law, and

employer's liability insurance with a limit of no less than one million dollars ($1,000,000.00) per employee and one million dollars ($1,000,000.00) per occurrence.

C. Subtenant Insurance. Tenant shall require any subtenant of all or any portion of the Premises to maintain in effect during the term of its sublease, insurance coverage equivalent to that required to be maintained by Tenant.

D. Property Insurance.

(1) Additional Rent. In consideration of Landlord procuring and maintaining Property Insurance on the Premises and Tenant Improvements in accordance with Section 8.02 of this Lease, Tenant shall pay as additional rent during each Lease Year an amount equal to one hundred and ten percent (110%) of Landlord's actual out-of-pocket costs for maintaining such insurance, as reasonably allocated and modified by Landlord from time to time, but not more than once during any Lease Year ("**Insurance Expense**"); as of the Effective Date, Landlord has determined that $5,800.00 of its District-wide property insurance costs are allocable to such Property Insurance. Such payments shall be made in monthly installments, commencing as of the Commencement Date. In the event Tenant exercises its Insurance Election Right (defined below) under Section 8.01.D(3), Tenant's obligation to pay the Insurance Expense shall terminate as of the thirtieth (30th) day following the date of such notice. The Insurance Expense may be adjusted no more than annually: any adjustment shall take effect on the first day of the month that is at least thirty (30) days following the month in which Landlord gives Tenant a new notice of Insurance Expense ("**Insurance Expense Notice**"), which Insurance Expense Notice must set forth in reasonable detail the factors relied upon and analysis conducted in determining the new Insurance Expense, including any changes in the scope, type, or amounts of the Property Insurance or Landlord's overall insurance arrangements. For a period of ninety (90) days after Tenant's receipt of the Insurance Expense Notice, Tenant, or its representatives, shall be entitled, upon twenty (20) days prior written notice and during normal business hours, at the office of the District, to inspect, copy and examine those records of Landlord relating to the determination of the new Insurance Expense. If, after inspection and examination of such records, Tenant disputes the amount of the new Insurance Expense was properly calculated, Tenant may, by written notice to Landlord, request an independent review thereof. The independent review shall be conducted by a unbiased consultant, accountant, risk manager, or insurance broker ("**Consultant**") reasonably acceptable to both Landlord and Tenant, who shall be compensated on a fee for service rather than on a contingency fee basis. If, within thirty (30) days after Landlord's receipt of Tenant's notice requesting the independent review, Landlord and Tenant are unable to agree on a Consultant, then Tenant may designate a Consultant not then employed by Landlord or Tenant to conduct such independent review. The independent review shall be limited to the determination of the amount of new Insurance Expense and any changes in any changes in the scope, type, or amounts of the Property Insurance or Landlord's overall insurance arrangements, and Consultant shall produce a brief report of its findings. Landlord and Tenant shall meet and confer in good faith regarding the findings and any overpayments agreed to by the parties shall be refunded to Tenant within thirty (30) days of the date of the Consultant's report.

(2) Tenant Responsibility for Landlord's Deductible. Tenant shall be responsible for the payment of deductibles for any insurance specified in this Article 8,

regardless of whether such insurance was or is procured by Landlord or Tenant. Landlord shall provide Tenant with notice of any changes to its deductibles upon the effectiveness of such change. Notwithstanding the foregoing, however, in the event Tenant exercises its Insurance Election Right, Tenant shall have no further obligation to pay any deductibles relating to any policies of property insurance maintained by Landlord.

(3) Insurance Election Right. Upon thirty (30) days' notice to Landlord, Tenant shall have the option, at its sole discretion, to procure, pay for and maintain in effect policies of property insurance covering the Premises and any and all Tenant Improvements ("**Insurance Election Right**"). Such insurance coverage shall be at least as broad as ISO Special Form Causes of Loss, CP 1030, in an amount not less than 100% of the actual replacement cost of the Premises and Tenant Improvements, providing protection against all risks of physical loss or damage. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Tenant shall cause Landlord to be named as an additional insured in any policy required to be carried by Tenant pursuant to this Lease; provided, however that to the extent allowed by the applicable insurance carrier(s), Landlord shall be named the loss-payee as to the Existing Improvements so insured.

8.02. Landlord's Property Insurance Obligations. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the term of the Lease, Landlord shall procure, pay for and maintain in effect policies of property insurance covering the Premises and any and all Tenant Improvements at least as broad as ISO Special Form Causes of Loss, CP 1030, in an amount not less than 100% of their actual replacement cost of the Site, the Real Property, the Premises, the Existing Improvements, the Off Premises Parking Area, any Tenant Improvements, the track and field facilities, and all improvements on or to any of the foregoing, providing protection against all risks of physical loss or damage. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Landlord shall cause Tenant to be named as an additional insured in any policy provided for above. As to the Tenant Improvements so insured, Tenant shall be named the loss-payee.

8.03. Amount of Coverage. If at any time during the Term the amount or coverage of insurance which Landlord and Tenant are required to carry under this Article are, in either Landlord's or Tenant's reasonable judgment, as applicable, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the San Jose metropolitan area, which are similar to and operated for similar purposes as the Premises, Landlord and Tenant shall each have the right to require the other to increase the amount or change the types of insurance coverage required under this Article.

8.04. Forms of Policies; Deductibles. All insurance policies required by this Article shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or avoid coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this Article shall be (i) written by companies rated A-XII or better in *Best's Insurance Guide* and authorized to do business in California (except to the extent that Tenant's insurance obligations are met by a program of joint and/or pooled insurance), and (ii) name the other party as additional insureds. If

any insurance documents or forms referenced within this Lease and/or **Exhibit F** are discontinued or revised during the Term, such other insurance document or forms with which they are replaced shall be used.

8.05. Blanket Coverage. Any policy required to be maintained by Landlord or Tenant under this Lease may be maintained under a so-called "blanket policy" insuring other parties and/or other locations, so long as the amount of insurance and type of coverage required to be provided hereunder is not thereby diminished, changed or adversely affected.

8.06. Insurance Certificates; Failure to Deliver. Landlord and Tenant shall each furnish to the other party prior to the Commencement Date, and thereafter within thirty (30) days following written request of Landlord or Tenant, as applicable, in no event more frequently than twice in a twelve (12)-month period, a certificate of insurance issued by the insurance carrier of each policy of insurance carried hereunder. The certificates shall expressly provide that the policies shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior written notice to Landlord or Tenant, as applicable. If Landlord or Tenant shall fail to procure such insurance or to deliver such certificates, Landlord and Tenant may, at each party's sole option, and in addition to each party's other remedies in the event of a default by the other party under this Lease, procure the same for the account of Landlord or Tenant, as applicable; if Landlord has so procured insurance on the account of Tenant, the cost thereof shall be paid to Landlord as additional rent, and if Tenant has so procured insurance on the account of Landlord, the cost thereof shall be deducted from the Base Rent to be paid, or other sums owed by Tenant, to Landlord.

8.07. Builder's Risk Coverage. Before commencement of any substantial demolition or construction, Tenant shall cause to be procured and shall cause to be maintained in force until completion and acceptance of the work, "all risks" builder's risk insurance including vandalism and malicious mischief, in a form and with a company reasonably acceptable to Landlord, covering improvements in place and all material and equipment at the Premises furnished under contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits of at least the full insurable value, for all work of Tenant Improvements at the Premises.

8.08. Waiver of Subrogation. The parties hereby release each other, and their respective successors and assigns, from any claims for damage to any person, the Premises, or to the Tenant Improvements and any personal property in or on the Premises, that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damages, provided that such release shall only be effective to the extent of the actual coverage of the insurance policies. Each party shall cause each insurance policy (including workers' compensation) obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy carried with respect to the Premises or the Tenant Improvements.

8.09. Indemnification.

A. Tenant's Obligations. Except to the extent claims are caused by Landlord's sole or active negligence or willful misconduct, Tenant, during the Term, will

indemnify, defend and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to any property of any person arising from or connected with Tenant's Use of the Premises, and the occupancy or use by Tenant or Tenant's students, employees, or invitees of the Premises, the Off-Premises Parking Area, the Tenant Improvements or any part thereof, and from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, and from violations of or noncompliance with any governmental requirements or insurance requirements, and from any acts or omissions of Tenant or any person on the Premises or the Tenant Improvements by license or invitation of Tenant or occupying the Premises, the Tenant Improvements or any part thereof under Tenant whether such injury occurs in, on or about the Premises or the Tenant Improvements.

B. Landlord's Obligations. Except to the extent claims are caused by Tenant's sole or active negligence or willful misconduct, Landlord, during the Term, will indemnify, defend and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or connected with Landlord's use of the Premises and Site, and from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to this Lease, and from violations of or noncompliance with any governmental requirements, but only to the extent such requirements remain an obligation of Landlord under this Lease) or Landlord's insurance requirements (if any), and from any acts or omissions of Landlord or any person on the Premises or the Site by license or invitation of Landlord, whether such injury occurs in, on or about the Premises or the Site.

C. The indemnification obligations set forth in this Section 8.09 shall survive the expiration or other termination of this Lease.

ARTICLE 9. TENANT DEFAULTS AND LANDLORD'S REMEDIES.

9.01. Events of Default. A breach of this Lease shall exist if any of the following events (hereinafter referred to as "**Event of Default**") shall occur:

A. Default in the payment when due of any installment of rent or other payment required to be made by Tenant hereunder, and the default shall not have been cured within ten (10) days after written notice from Landlord;

B. Tenant's failure to perform any other term, covenant or condition contained in this Lease and the failure shall have continued for thirty (30) days after written notice of such failure is given to Tenant;

C. Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation,

dissolution or composition of it or its debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and the case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (ii) remains undismissed for a period of forty-five calendar (45) days;

D. The Tenant shall take any corporate or governing board action to authorize any of the actions set forth in Section 9.01.C above;

9.02. Remedies. Upon any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by Law, to which Landlord may resort cumulatively, or in the alternative:

A. Recovery of Rent. Landlord shall be entitled to keep this Lease in full force and effect (whether or not Tenant shall have abandoned the Premises) and to enforce all of its rights and remedies under this Lease, including the right to recover rent and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each installment of rent or other sum until paid.

B. Termination. Landlord may terminate this Lease by giving Tenant written notice of termination. On the giving of the notice all of Tenant's rights in the Premises shall terminate. Upon the giving of the notice of termination, Tenant shall surrender and vacate the Premises in the condition required under this Lease, and Landlord may re-enter and take possession of the Premises and all the remaining improvements or property and eject Tenant and/or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or rent previously accrued or then accruing against Tenant. In no event shall any one or more of the following actions by Landlord constitute a termination of this Lease:

(1) maintenance and preservation of the Premises;

(2) efforts to relet the Premises;

(3) appointment of a receiver in order to protect Landlord's interest hereunder;

(4) consent to any subletting of the Premises or assignment of this Lease by Tenant, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,

(5) any other action by Landlord or Landlord's agents intended to mitigate the adverse effects from any breach of this Lease by Tenant.

C. Damages. In the event this Lease is terminated, Landlord shall be entitled to damages in the following sums:

(1) the worth at the time of award of the unpaid rent which has been earned at the time of termination; plus,

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus,

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and,

(4) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Lease, or which in the ordinary course of business would be likely to result therefrom including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Premises and/or for demolishing the Tenant Improvements; (ii) real estate broker's fees, reasonable advertising costs and other expenses of reletting the Premises; (iii) costs of carrying the Premises and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Premises; (v) reasonable attorneys' fees and court costs; and, (vi) any unamortized real estate brokerage commission paid in connection with this Lease;

(5) the "**worth at the time of award** " of the amounts referred to in Section 9.01.C is computed by discounting such amount at the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%). The term "rent" as used in this Section shall include all sums required to be paid by Tenant to Landlord pursuant to the term of this Lease.

ARTICLE 10. TERMINATION; EXPIRATION.

10.01. Tenant's Duty to Surrender. At the expiration or sooner termination of the Lease Term, Tenant shall surrender to Landlord possession of the Premises. Surrender or removal of fixtures, trade fixtures and Tenant Improvements shall be as directed in Section 5.08. Tenant shall leave the surrendered Premises and any other property in good and broom-clean condition except as provided to the contrary in Article 5. All property that Tenant is not required to surrender but that Tenant does abandon shall, at Landlord's election, become Landlord's property at termination.

10.02. Holding Over. If Tenant shall hold over the leased Premises after the expiration of the Term with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month-to-month subject to all the covenants, conditions and obligations contained in this Lease, including Base Rent which shall be adjusted in accordance with Section 3.02.

ARTICLE 11. SIGNS.

11.01. Tenant's Right to Signs. Subject to Landlord's prior approval, Tenant, at its cost, shall have the right to remove existing signage and to place, construct and maintain a sign or signs either on the Premises, and/or at a location acceptable to Landlord on Landlord's other property, to announce the presence of Tenant's building and to assist persons and vendors in locating the Premises.

11.02. Compliance with Laws. Any sign that Tenant has the right to place, construct and maintain shall comply with all Laws, and Tenant shall obtain any approval required by such Laws.

ARTICLE 12. CONDEMNATION.

12.01. Definitions.

A. "**Condemnation**" means (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor, and (2) a voluntary sale or transfer by Landlord to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

B. "**Date of Taking**" means the date the condemnor has the right to possession of the property being condemned.

C. "**Award**" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. "**Condemnor**" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

12.02. Parties' Rights and Obligations to be Governed by Lease. If, during the Term, there is any taking of all or any part of the Premises, any Tenant Improvements on the Site or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 12.

12.03. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

12.04. Effect of Partial Taking. If any portion of the Premises or the Tenant Improvements thereon is taken by condemnation, this Lease shall remain in effect, except that, Tenant may elect to terminate this Lease if, following a reasonable amount of reconstruction, Tenant's business cannot be conducted at an economically feasible level on the remaining portion of the Premises.

A. Tenant must exercise its right to terminate by giving Landlord written notice of its election within ninety (90) days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination.

B. Failure to properly exercise the election provided for in this Section will result in this Lease continuing in full force and effect, except that the monthly rent shall be reduced pursuant to Section 12.05 below.

12.05. Effect of Partial Taking on Rent. If any portion of the Premises is taken by condemnation and this Lease remains in effect, the monthly rent shall be reduced on the date of taking in the same ratio to the monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the date of taking. Such value shall be established by appraisal by an appraiser approved by Landlord and Tenant. If Landlord and Tenant are unable to agree upon an appraiser, each shall appoint an appraiser and the two appointed appraisers shall appoint a third appraiser. The value of the Premises and of the portion taken shall be the average of the values arrived at by the three appraisers. All other obligations of Tenant under this lease shall remain in full force and effect.

12.06. Award.

A. In the event of a total condemnation, the award shall be divided between Landlord and Tenant in accordance with the fair market value of their respective interests in the Premises. Tenant shall not be entitled to any compensation, however, for any value attributable to the fact that the rent reserved under this Lease is lower than the fair rental value of the Premises ("**Bonus Value**").

B. In the event of a partial condemnation, the award shall first be used for restoration of the Premises.

(1) If this Lease is terminated as a result of the partial taking, then the balance of the award shall be divided between Landlord and Tenant in the manner set forth above for a total condemnation.

(2) If this Lease is not terminated as a result of the partial taking, the award shall be divided between Landlord and Tenant in the manner set forth above for a total condemnation.

12.07. Landlord's Taking. Notwithstanding anything in this Lease to the contrary, if Landlord exercises any powers of eminent domain it may have, then (i) Tenant shall be entitled to the entire award attributable to such condemnation, and (ii) Tenant shall have the right to terminate this Lease in part or whole, as determined by Tenant in its reasonable discretion. If Tenant elects partial or whole termination pursuant to this Section, Tenant shall provide written notice to Landlord setting forth the termination date and reduced rent. The revised rent shall be pro-rated based on Tenant's loss of value or use determined by Tenant in its reasonable discretion.

ARTICLE 13. MISCELLANEOUS.

13.01. Notices.

A. Definition of Notice; Application of Provision. As used in this Lease, the word "notice" includes the communication of notice, request, demand, approval, statement,

report, acceptance, consent, waiver and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provisions of this Lease on rent direct otherwise, rent shall be sent in the manner provided for giving notice.

B. Writing. All notices must be in writing.

C. Delivery. Notices may be served (a) by personal delivery, (b) by certified mail, postage prepaid, (c) by overnight courier (*e.g.*, Federal Express), or (d) by receipt-confirmed facsimile transmission, provided a copy is also delivered by personal delivery, mail or courier, to the address(es) and/or facsimile number(s) indicated below. Notices shall be deemed received upon the sooner of (i) if personally delivered, the date of delivery to the person to receive such notice, (ii) if mailed, three (3) days following the date of posting by the U.S. Postal Service, (iii) if by overnight courier, on the business day following the deposit of such notice with such courier, (iv) if by facsimile, upon printed confirmation of facsimile transmission. Such notice shall be addressed to the party or person intended as follows:

To Landlord: Alum Rock Union Elementary School District
Attn: SUPERINTENDENT
2930 GAY AVENUE
SAN JOSE, CA 95127
Phone: 408-928-6400
Facsimile: 408-928-6410

With a Copy to: Rehon & Roberts, APC
Attn: Lisa Roberts
830 The Alameda
San Jose, CA 95126
Phone: (408) 494-0900 (ext. 209)
Facsimile: (408) 494-0909

To Tenant: Escuela Popular del Pueblo
Attn: Executive Director
967 N White Rd
San Jose, CA 95127
Phone: 408 926-6593
Facsimile: 408-275-7197

With Copies to: EdTec Inc.
Attn: Steve Campo
1410-A 62nd Street
Emeryville, CA 94608
Phone: (510) 663-3500
Facsimile: (510) 663-3503

And

McDonough Holland & Allen PC
Attn: Gerald J. Ramiza, Esq.
1901 Harrison Street, 9th Floor
Oakland, CA 94612
Phone: (510) 273-8780
Facsimile: (510) 839-9104

D. Change of Recipient or Address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

13.02. Nonmerger of Fee and Leasehold Estates. If both Landlord's and Tenant's estates in the Premises or the Tenant Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of the owner and the consent of the mortgagee or mortgagees under all mortgages existing under provisions of this Lease relating to the purchase or construction of Tenant Improvements.

13.03. General Provisions.

A. Time of Essence. Time is of the essence of each provision of this Lease.

B. Consent of Parties. Except as otherwise set forth in this Lease, whenever consent or approval of either party is required, that party shall not unreasonably withhold, condition, or delay such consent or approval.

C. Authority. If either party is a corporation or other entity, that party shall deliver to the other party on execution of this Lease a certified copy of a resolution of its board authorizing the execution of this Lease and naming the officers of the entity that are authorized to execute this Lease on behalf of the entity.

D. Successors. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant but to each of their respective heirs, administrators, executors, successors and assigns.

E. Rent Payable in United States Money. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

F. Real Estate Brokers; Finders. Landlord and Tenant agree that no brokers other than Public Property Advisors, the Landlord's property consultant, and Prime Commercial Inc., Tenant's broker (collectively, "**Brokers**"), were involved either in any of the negotiations that preceded this Lease nor in the procuring of same. Landlord and Tenant agree that if any claim be made for brokerage fees by, through or on account of any acts of Landlord or Tenant or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith. By separate agreement, Landlord will pay a fee directly to Public Property Advisors for services and

representation. The foregoing indemnity shall survive the execution of this Lease or the other termination of this Lease and will not be limited by any provision of this Lease.

G. Recitals; Exhibits; Addenda. All recitals, exhibits and addenda to which reference is made in this Lease are hereby incorporated in the Lease whether or not they are actually attached.

13.04. Interpretation of Lease.

A. California Law. This Lease shall be construed and interpreted in accordance with the Laws of the State of California without regard to conflict of laws provisions.

B. Integrated Agreement; Modification. This Lease contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party unless in writing and dated of even date herewith. Each party has relied on his own examination of this Lease, the counsel of his own advisors and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or Tenant Improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice. This Lease cannot be amended or modified except by a written agreement.

C. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

D. Captions; Table of Contents. The table of contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part of this Lease.

E. Terms. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires. The words "**including**," "**included**," "**include**" and words of similar import shall be interpreted as though followed by the words "**but not limited to**" or "**without limitation**." The terms "**Law**" and "**Laws**" shall mean any law, statute, zoning restriction, ordinance or governmental law or rule, regulation, or requirement, including any environmental laws and the American Disabilities Act or similar regulations, of any duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

F. Joint and Several Obligations. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

G. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

13.05. Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

13.06. Attorneys' Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including attorneys' fees and fees in connection with any appeal.

13.07. Quiet Enjoyment. Tenant shall have quiet possession and enjoyment of the Premises for the entire Lease Term, subject to all provisions of this Lease. Landlord hereby represents and warrants, and shall ensure, that there shall be no encumbrances upon the Premises (including liens, deeds of trust, mortgages, leasehold estates, easements, rights-of-way, restrictive covenants, licenses, or any other impairments upon Landlord's ownership interest in the Premises) which would interfere with or adversely affect Tenant's Use or occupancy of, or access to, the Premises or rights under the Lease. In the event the Premises are encumbered by a deed of trust or mortgage, Landlord shall obtain a non-disturbance agreement in favor of Tenant from the Landlord's lender in a form reasonably satisfactory to Tenant, which provides that Tenant's quiet enjoyment, use, and occupancy of the Premises and any additional parking areas and exercise of Tenant's rights under the Lease shall not be disturbed so long as Tenant is not in material default thereunder.

13.08. Governmental Compliance. Notwithstanding anything in this Lease to the contrary, Tenant shall not have any liability to Landlord resulting from any conditions existing, or events occurring, or any hazardous substances (as defined under applicable environmental Laws) existing or generated, at, in, on, under or in connection with the Site, Premises, or Existing Improvements prior to the Commencement Date. Landlord shall deliver the Premises (excluding the Tenant Improvements) and Landlord's Work in compliance with all applicable Laws in effect as of the Commencement Date, including compliance with all Laws.

13.09. Memorandum of Lease.

A. Recordation of Memorandum Only. This Lease shall not be recorded; only a memorandum of this Lease shall be recorded. The parties shall execute and record a memorandum in the form attached hereto as **Exhibit H**.

B. Quitclaim. At the expiration or sooner termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within thirty (30) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property and improvements subject to this Lease.

13.10. Landlord's Right to Sell. Landlord shall have the right to sell its fee estate in the Premises or any part thereof and assign its interest in this Lease without limitation; provided, however, that any such sale shall be subject to this Lease and any purchaser shall agree to

perform all of the obligations of Landlord as landlord under the Lease. Upon any such conveyance, Landlord shall be automatically relieved of any further obligation under this Lease.

13.11. Waste. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or all the Premises to be used for any unlawful purpose, or place any harmful liquids in the plumbing, sewer or storm water drainage systems of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

13.12. Hazardous Materials. Landlord and Tenant agree as follows with respect to the existence or use of Hazardous Materials on the Premises including any improvements made by Tenant. Tenant shall, at its sole cost and expense, comply with all Laws from time to time in effect ("**Hazardous Materials Laws**") concerning Hazardous Materials within or about the Premises. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under sections 25115, 25117 or 25122.7, or listed pursuant to section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended. From and after the commencement of the Preparation Period, Tenant shall be solely responsible for all Hazardous Materials (provided that such liability does not arise from the condition of the Premises prior to Tenant taking occupancy under this Lease, or from any act of Landlord or its employees, agents, licensees, contractors, or invitees ["**Landlord Parties**"]). Except for materials used in the normal course of construction and materials normally and customarily used in schools, such as standard office supplies, classroom and janitorial supplies, cleaning supplies and the like kept in small quantities and safely stored in strict compliance with Hazardous Materials Laws, Tenant shall not use, handle, store, transport, release or dispose of any Hazardous Materials anywhere in, on, under or about the Premises or the Tenant Improvements. Tenant, at its expense, shall cause any and all Hazardous Materials brought onto, used, generated, stored or discharged by Tenant in or about the Premises, the Tenant Improvements, or any portion thereof, to be removed therefrom and transported for disposal in accordance with applicable Hazardous Materials Laws. Tenant shall

indemnify, defend and hold Landlord harmless in connection with Hazardous Materials as set forth in Section 8.09.B.

A. Responsibility of Tenant. From and after the commencement of the Preparation Period, Tenant shall be solely responsible for all environmental matters affecting the Premises and any Improvements to the extent caused by Tenant or Tenant's employees, agents, subtenants, licensees, concessionaires, contractors, or invitees ("**Tenant Parties**") (and not to the extent arising from the condition of the Premises prior to Tenant taking occupancy under this Lease or from any act of Landlord or Landlord Parties). Tenant has been afforded the opportunity to enter and inspect the Premises prior to the waiver of conditions hereunder for the purpose of conducting tests, engineering studies, to satisfy itself of the condition of the Premises with respect to Hazardous Materials. Without limiting the preceding sentence:

(1) Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Premises and any Improvements shall be the responsibility of Tenant and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Lease.

(2) It shall be the duty of Tenant to insure that the Premises and any Improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Premises and Improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Laws.

(3) Tenant shall have and discharge all of the duties and obligations of the owner of the Premises and Improvements under applicable Hazardous Materials Laws, including, but not limited to, response and remediation (where required under this Lease); and

(4) Tenant shall be responsible for all liability to third parties who may be harmed or claim harm resulting from an environmental condition on or about the Premises and any Improvements to the extent caused by Tenant or Tenant Parties (and not to the extent arising from the condition of the Premises prior to Tenant taking occupancy under this Lease or from any act of Landlord or Landlord Parties).

B. Indemnification. Tenant shall indemnify, defend upon demand with counsel acceptable to Landlord, and hold harmless Landlord and its trustees, board members, officers, agents and employees from and against any liabilities, losses, claims, damages, lost profits, consequential damages (not including consequential or punitive damages), interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Premises and any Improvements during the Term hereof to the extent caused by Tenant or Tenant Parties. Landlord shall indemnify, defend upon demand with counsel acceptable to Tenant, and hold harmless Tenant and its affiliated entities, and the board members, officers, agents and employees of both, from and against any liabilities, losses, claims, damages (not to include consequential or punitive damages), interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs,

remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence of Hazardous Materials on or about the Premises as of the date Tenant takes occupancy, or which at any time results from the acts of Landlord or Landlord Parties.

C. Tenant Action. If the presence of Hazardous Materials on the Premises and any Improvements (from any source whatsoever) results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established as acceptable by any governmental agency having jurisdiction over such contamination, and if the Tenant or Tenants Parties are responsible for such contamination, then Tenant shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination if required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Premises and any Improvements or any part thereof. Tenant shall further be solely responsible for, and shall defend, indemnify and hold Landlord and its agents, officers, trustees and employees harmless from and against, all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with any investigation and remediation required hereunder to return the Premises and any Improvements to full compliance with all Hazardous Materials Laws if required under this Paragraph.

D. Notice. Landlord and Tenant shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the Premises and/or any Improvements, and (ii) any contamination of the Premises and/or any Improvements by Hazardous Materials which constitutes a violation of any Hazardous Materials Law. At any time during the Term, Tenant shall, within thirty (30) days after written request therefore received from Landlord, disclose in writing all Hazardous Materials that are being used by Tenant or subtenants on the Premises and any Improvements, the nature of the use, and the manner of storage and disposal.

E. Survival. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Lease. The rights and obligations of Landlord and Tenant with respect to issues relating to Hazardous Materials are exclusively established by this Section. In the event of any inconsistency between any part of this Lease and this Section, the terms of this Section shall control.

F. In the event that Tenant causes any Hazardous Materials, including asbestos, to be released, spilled or otherwise exposed through its use and occupancy of the Premises, such as, but not limited to remodeling or other construction, Tenant shall be solely responsible for all costs associated with the proper handling, mitigation, remediation and disposal of the Hazardous Materials and all related cleanup.

13.13. Tenant's Representation and Warranty. Tenant represents and warrants that it is lawfully organized and existing under the laws of the State of California, that it is a not-for-profit corporation under state and federal law, and that it shall maintain such not-for-profit status throughout the Term of this Lease.

13.14. Prohibition of Tobacco and Alcohol on the Premises. Tenant will at all times comply with Education Code provisions and Landlord's policies and administrative regulations prohibiting the sale, consumption and use of alcohol and tobacco (in all forms) on the Premises, and adequately publicize such prohibitions on signage on the Premises.

ARTICLE 14. LIST OF EXHIBITS.

Exhibit A	Legal Description and Depiction of Site
Exhibit B	Depiction of Premises
Exhibit B-1	Parking Plan
Exhibit C	Confirmation of Term of Lease
Exhibit D	Track and Field Agreement
Exhibit E	Youth Center Agreement
Exhibit F	Insurance
Exhibit G	Leasehold Mortgage Provisions
Exhibit H	Form of Memorandum of Lease

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

LANDLORD:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of California and County of Santa Clara

By: _____
Name: JOE MANZO
Title: SUPERINTENDENT

By: _____
Name: Gustavo Gonzalez
Title: Board Vice-President

TENANT:

ESCUELA POPULAR DEL PUEBLO, a California nonprofit public benefit corporation

By: _____
Name: Patricia Reguerin

Title: Executive Director

By: Sanjuana Cobos

Name: Sanjuana Cobos

Title: Board Member

EXHIBIT A

LEGAL DESCRIPTION/DEPICTION OF SITE

EXHIBIT "A"

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Lots 8 and 9 as shown on the Map of the Chas. E. White Subdivision, filed for record in Book "I" of Maps, page 129, Santa Clara County Records, described as follows:

BEGINNING at the centerline of North White Road and Gay Avenue;

Thence along the centerline of Gay Avenue, South 59°20'54" West, 50.02 feet, to the northwesterly prolongation of the southwesterly line of North White Road;

Thence along said northwesterly prolongation, South 32°15'00" East, 25.01 feet, to the TRUE POINT OF BEGINNING;

Thence along the southwesterly line of North White Road, South 32°15'00" East, 561.05 feet;

Thence South 57°49'47" West, 62.51 feet;

Thence South 32°27'06" East, 2.51 feet;

Thence South 57°32'54" West, 89.32 feet;

Thence South 52°20'04" West, 66.36 feet;

Thence South 32°10'47" East, 153.30 feet;

Thence South 59°29'36" West, 473.34 feet;

Thence North 30°52'00" West, 344.80 feet;

Thence North 59°16'59" East, 238.50 feet;

Thence North 30°27'50" West, 293.35 feet;

Thence North 59°10'16" East, 8.78 feet;

Thence North 30°49'44" West, 55.10 feet;

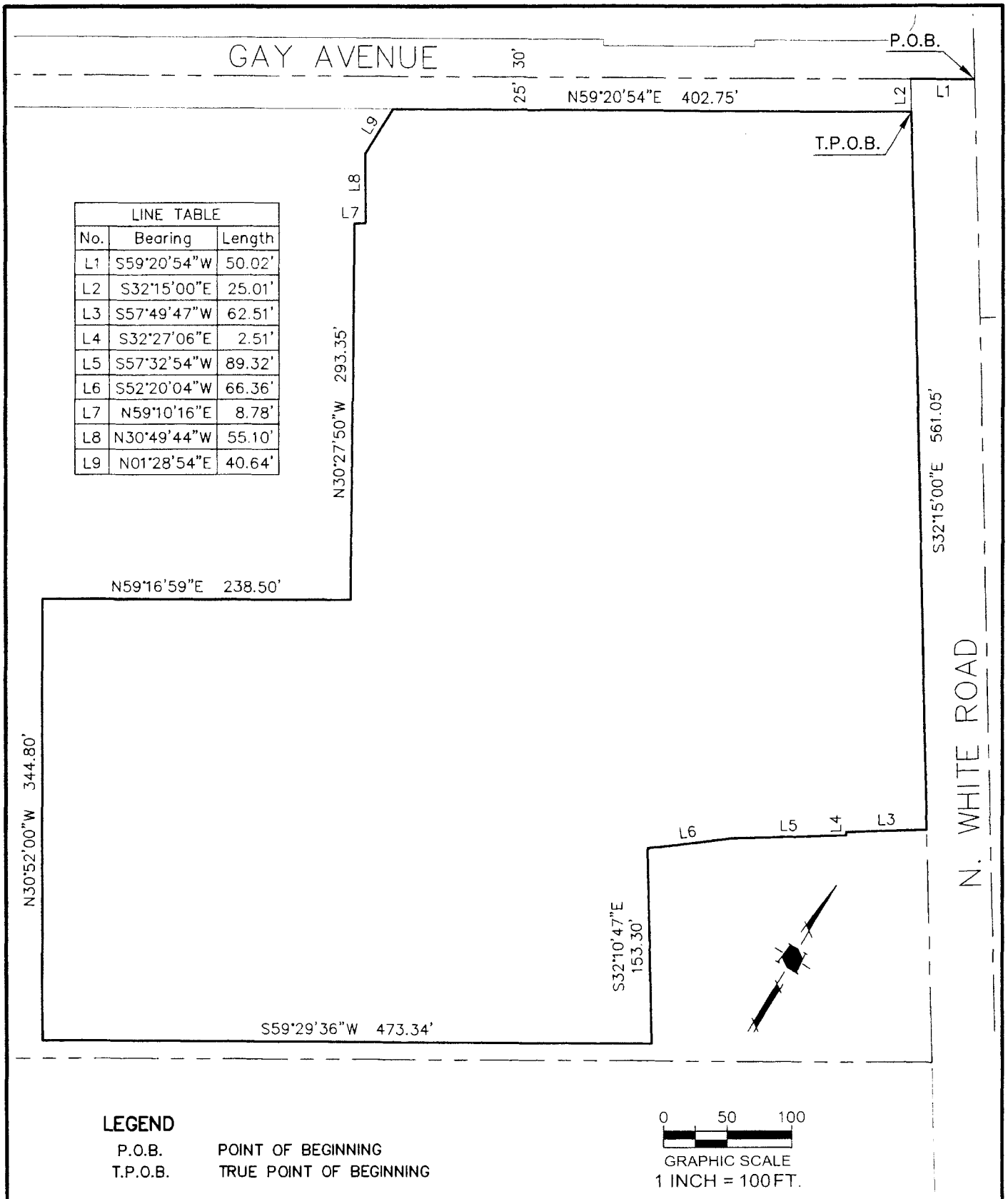
Thence North 01°28'54" East, 40.64 feet, to the southeasterly line of Gay Avenue;

Thence along said southeasterly line, North 59°20'54" East, 402.75 feet, to the TRUE POINT OF BEGINNING.

Containing 8.47 acres, more or less.

LICENSED LAND SURVEYOR
STEVE W. DANNER
No. 5106
Exp. 6-30-11
STATE OF CALIFORNIA

379100LD01.doc



LINE TABLE		
No.	Bearing	Length
L1	S59°20'54"W	50.02'
L2	S32°15'00"E	25.01'
L3	S57°49'47"W	62.51'
L4	S32°27'06"E	2.51'
L5	S57°32'54"W	89.32'
L6	S52°20'04"W	66.36'
L7	N59°10'16"E	8.78'
L8	N30°49'44"W	55.10'
L9	N01°28'54"E	40.64'

LEGEND

P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING

0 50 100
GRAPHIC SCALE
1 INCH = 100 FT.

SHEET 1 OF 1

Date:	12-10-09
Scale:	1" = 100'
Designed:	—
Drawn:	TG
Checked:	SD
Proj. Engr.:	—
	379100PL01

1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

EXHIBIT "A"
Plat to accompany description

SAN JOSE CALIFORNIA

EXHIBIT B

DEPICTION OF PREMISES

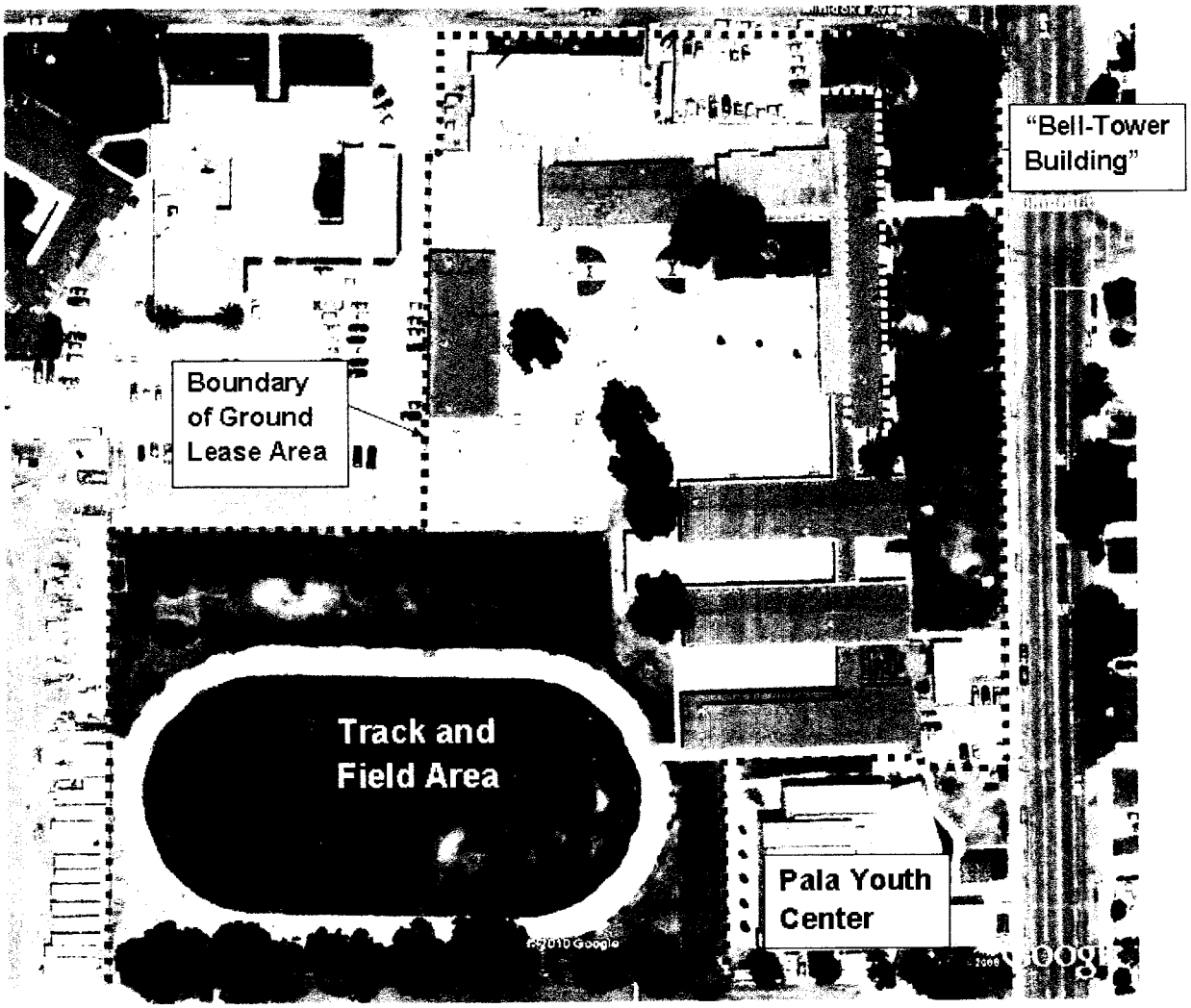
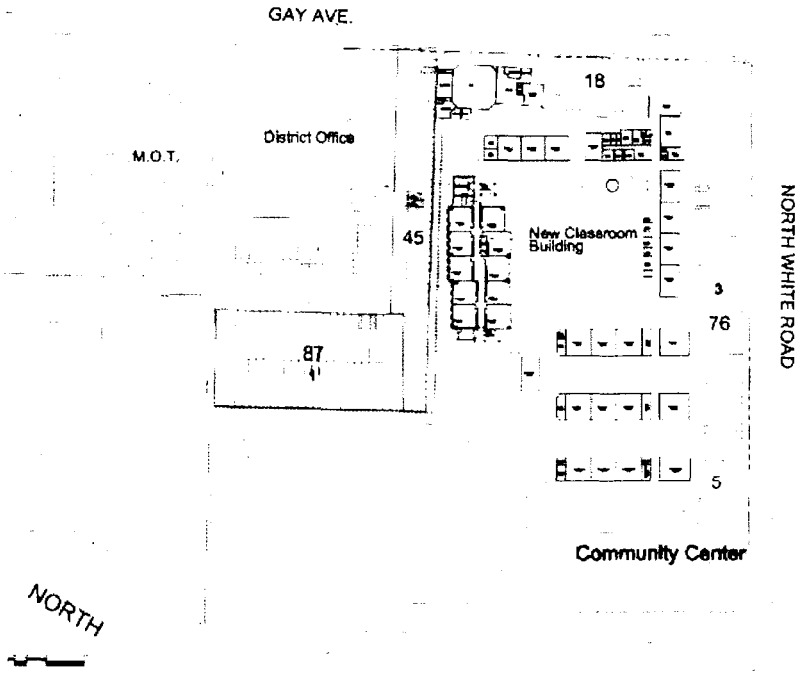


EXHIBIT B-1

Parking



Parking Totals

- Phase 1 87
  Approximately 85 spaces to be constructed by district by August 16, 2010.
- Phase 2 45
  New 2-way access and potential new parking to be designed and constructed by EP concurrent with design and construction of K-8 facility - consistent with provisions of lease.
- Phase 3 76
  approximate potential 81-space parking lot to bedesigned and constructed by EP consistent with provisions of lease.

Existing Spaces 23

Total 231

Escuela Popular Phasing Plan

EXHIBIT C

CONFIRMATION OF TERM OF LEASE

This confirmation of lease and description of premises is made _____, 20__, between Alum Rock Union Elementary School District, a political subdivision of the State of California and County of Santa Clara, hereinafter called "**Landlord**," and Escuela Popular del Pueblo, a California nonprofit public benefit corporation, hereinafter called "**Tenant.**" All capitalized terms used herein are as defined in the Lease. The parties agree as follows:

1. Landlord and Tenant entered into a School Building and Ground Lease dated _____, 20__, in which Landlord leased to Tenant and Tenant leased from Landlord the premises described in Section 1.02 of the Lease ("**Premises**").

2. Pursuant to Section 2.03 of the Lease, Landlord and Tenant agree to confirm the Lease terms as follows:

A. _____, 20__, is the Commencement Date of the Lease;

B. _____, 20__, is the Expiration Date of the Initial Term of the Lease.

C. The Option Notice for the first Extension Term must be received by Landlord no earlier than _____, and no later than _____.

D. The Option Notice for the second Extension Term must be received by Landlord no earlier than _____, and no later than _____.

E. The Option Notice for the third Extension Term must be received by Landlord no earlier than _____, and no later than _____.

3. Tenant confirms that it has accepted possession of the Premises as provided in the Lease.

4. Both parties confirm that:

A. The Lease has not been modified, altered, or amended, except as follows:

_____

_____;

B. The Lease is in full force and effect.

5. The provisions of this confirmation shall inure to the benefit, or bind, as the case may require, the parties and their respective successors subject to the restrictions on assignment and subleasing contained in the Lease.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of California and County of Santa Clara,

Dated: _____, 20__

By:_____
Name:_____
Title:_____

Dated: _____, 20__

By:_____
Name:_____
Title:_____

TENANT:

ESCUELA POPULAR DEL PUEBLO, a California nonprofit public benefit corporation

Dated: _____, 20__

By:_____
Name:_____
Title:_____

Dated: _____, 20__

By:_____
Name:_____
Title:_____

EXHIBIT D

TRACK AND FIELD AGREEMENT

10/29/02
6.2

FULLY-EXECUTED

DEPT. FILE COPY

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT FOR CONSTRUCTION AND IMPROVEMENTS AT PALA MIDDLE SCHOOL

THIS AGREEMENT is made and entered into this 29th day of Oct., 2002, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California ("CITY") and ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT ("DISTRICT"), a school district in the County of Santa Clara.

RECITALS

WHEREAS, the provisions of California Education Code Sections 10900 through 10915, inclusive, support joint action by CITY AND DISTRICT to organize, promote and conduct programs in order to improve the health and general welfare of the citizens of the City of San Jose, to cultivate the development of good citizenship, and to prevent and diminish juvenile delinquency; and

WHEREAS, CITY and DISTRICT pursuant to the above-mentioned provisions desire to enter into an agreement for the improvement of and for the use of portions of DISTRICT's property for public recreation purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the parties agree as follows:

1. IMPROVEMENT OF PREMISES. DISTRICT agrees to improve portions of the DISTRICT's Pala Middle School site by upgrading the athletic field, including renovation of irrigation and upgrade of a soccer field, including bleachers and other amenities ("Improvements"), as specified in Exhibit A. Improvements will be more particularly described in the plans and specifications provided by DISTRICT pursuant to paragraph 2 of this Agreement.

2. DESIGN OF IMPROVEMENTS. DISTRICT shall prepare complete plans and specifications for the Improvements to be made by DISTRICT under the provisions of this Agreement. Before commencement of construction, DISTRICT shall submit a copy of the final plans and specifications for CITY's review, which approval shall not be unreasonably withheld.

3. CONSTRUCTION OF IMPROVEMENTS.

a. DISTRICT agrees to purchase and install the Improvements on the Pala Middle School site pursuant to the approved plans and specifications and shall complete construction in a timely manner following notice of CITY's completion of review.

b. DISTRICT shall provide for the purchase and installation of Improvements in accordance with all applicable local, state and federal laws, regulations and rules including appropriate bid procedures, if required.

c. DISTRICT is required hereby to apply for and obtain all building and other necessary permits required by the laws of CITY and of the State of California relative to the purchase and installation of Improvements. DISTRICT shall be responsible for obtaining the appropriate environmental clearance required under CEQA.

d. DISTRICT shall install at the site of Improvements an appropriate plaque with the following wording: "Improvements provided for public recreational use as a joint project between the City of San Jose and the Alum Rock Union Elementary School District."

e. DISTRICT agrees that the purchase and installation of the Improvements on the Pala Middle School site shall be completed prior to the expiration of thirty six months following the date of execution of this Agreement.

4. COST OF IMPROVEMENTS.

a. As used herein, the term "Cost of Improvements" shall mean a sum equal to only those actual costs directly attributable to purchase and installation of Improvements including the actual cost incurred by DISTRICT for labor and materials required for the purchase and installation of Improvements.

b. Due to special circumstances related to this project, the City also agrees that Cost of Improvements under this Agreement may include the DISTRICT'S reasonable pre-construction costs of design, plans and specifications, permits, inspections, environmental clearance and administrative costs prior to completion of construction, as approved by City.

c. Cost of Improvements shall not include any of the costs operation or supervision of the use of the Improvements following purchase and installation, and shall not include any costs for administration, overhead, DISTRICT staffing or other indirect expenses incurred by DISTRICT after completion of construction.

d. In no event shall the amount payable by CITY hereunder exceed the sum of Five Hundred Thousand and No/100 Dollars ($500,000) .

5. PAYMENT BY CITY.

a. Within fifteen (15) days after execution of this Agreement, CITY shall initiate payment to DISTRICT in the total amount of Five Hundred Thousand and No/100 Dollars ($500,000).

b. DISTRICT agrees to return to CITY any funds not used in the purchase and installation of Improvements.

c. Within thirty (30) days after completion of Improvements, DISTRICT shall send CITY a written notification of completion together with certification that construction is in

accordance with the plans and specifications reviewed by CITY and a release of any and all liens, stop notices and the like levied or filed in conjunction with the purchase and installation of Improvements. DISTRICT shall also send CITY copies of all construction contracts and payment vouchers related to the purchase and installation of Improvements and an itemized statement of the cost of the equipment purchased and installed. Unless within thirty (30) days after receipt of DISTRICT's statement CITY sends DISTRICT its written notice that it disagrees with DISTRICT's statement or calculations contained therein, the total submitted to CITY by DISTRICT shall be deemed to be the Cost of Improvements.

d. Following receipt by CITY of the notification of completion and all documents required to be forwarded to CITY by DISTRICT in subparagraph c. above, CITY shall verify that Improvements have been completed to the satisfaction of CITY.

6. USE OF IMPROVEMENTS.

a. DISTRICT hereby grants to CITY the right to use the Improvements constructed or installed on the Pala Middle School site for public recreation purposes and programs. CITY's schedule of use of the Improvements shall be subject to the mutual agreement of the parties. Improvements shall be open to use by CITY and public at a reasonable time period each day, which shall not interfere with any school activities. Such right of use shall be non-exclusive, without charge to CITY, and shall continue for a minimum term of twenty (20) years from the date of execution of this Agreement.

b. In terms of priority of use of the Improvements, DISTRICT hereby agrees that CITY shall have first use of the Improvements for community recreation purposes after regularly scheduled DISTRICT use.

7. MAINTENANCE. DISTRICT agrees to provide, as its own cost and expense, any and all maintenance for Improvements. Maintenance to be provided by DISTRICT shall be consistent with the normal maintenance levels as applied to other comparable DISTRICT Improvements and shall insure safe and healthful use.

8. OWNERSHIP OF IMPROVEMENTS. The parties hereto agree that the Improvements shall become and remain the property of DISTRICT, provided that, in the event of termination of this Agreement as provided in paragraphs 10 and 11, DISTRICT shall pay City the amount required by paragraph 11b.

9. INDEMNIFICATION AND INSURANCE

a. CITY agrees to protect, defend, indemnify and hold harmless DISTRICT, its officers, agents and employees from all claims, liability, loss, damage and injury of any kind, nature or description occurring during the use of the Improvements by CITY and arising out of

or resulting from the acts or omissions of CITY, its officers, agents or employees in the use of the Improvements.

b. DISTRICT agrees to protect, defend indemnify and hold harmless CITY, its officers, agents and employees from all claims, liability, loss, damage and injury of any kind, nature or description arising out of the construction of the Improvements, or occurring during the use of the Improvements by DISTRICT, its officers, agents, employees, guests or invitees, and arising out of or resulting from the condition of the Improvements, the grounds, equipment or buildings located on the Pala Middle School site or arising out of or resulting from the acts or omissions of DISTRICT, its officers, agents or employees.

c. DISTRICT agrees to have and maintain the policies set forth in the attached Exhibit B, entitled "INSURANCE." All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. With respect to CITY's requirements for insurance coverage, these requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. DISTRICT agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this Agreement as a condition of City's payment of the Grant Award

10. CITY'S TERMINATION RIGHTS.

a. In the event that DISTRICT fails to complete the Improvements prior to the expiration of thirty six months following the date of execution of this Agreement, CITY, at CITY's sole option, shall have the right to terminate this Agreement. Within thirty (30) days of CITY's notice of termination, DISTRICT shall return to CITY the amount previously paid to DISTRICT by CITY.

b. This subparagraph shall apply upon and after completion of the Improvements and CITY's acceptance of the Improvements in accord with paragraph 5. If DISTRICT fails to perform any of its material obligations under this Agreement including, without limitation, maintenance of Improvements as provided in paragraph 7 and making Improvements available to CITY pursuant to a mutually agreeable schedule pursuant to paragraph 6, CITY may, in addition to all other remedies available to CITY, terminate this agreement upon twenty (20) days written notice. In the event of such termination, DISTRICT shall pay to CITY, not later than twenty (20) days after the date of the termination notice, the amount required by paragraph 11b.

11. TERMINATION.

a. CITY or DISTRICT may terminate this Agreement at any time by written notice of election to terminate delivered to the other party at least 180 days in advance of the effective termination date elected.

b. If this Agreement is terminated by DISTRICT and if the effective termination date is prior to twenty (20) years from the date of execution of this Agreement, DISTRICT shall pay to CITY, not later than the effective termination date, the pro rata value of the amount paid to DISTRICT by CITY for the Improvements which shall be determined as follows: an amount equal to one twentieth (1/20) of the Cost of the Improvements, less any amount refunded to City pursuant to paragraph 5b for each year (computed to the nearest one-twelfth (1/12) year) from the effective termination date to the twentieth anniversary of the execution of this Agreement.

c. CITY's Director of Parks, Recreation and Neighborhood Services is hereby authorized on behalf of CITY to determine and give notice of termination as provided under paragraphs 10 and 11 of this Agreement.

12. NOTICES. All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

CITY	DISTRICT
Director of Parks, Recreation And Neighborhood Services 4 North Second St – Suite 600 San Jose, CA 95113 Attention: Park Development	Superintendent Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127

Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. The parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

WITNESS THE EXECUTION HEREOF, the day and year hereinabove written.

APPROVED AS TO FORM:

Senior Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By Patricia L. O'Hara
City Clerk

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By
Superintendent

EXHIBIT A

Project Site and Improvements

Project Site	Improvements
Pala Middle School	Upgrade and renovation of the athletic field, including renovation of irrigation and upgrade of a soccer field, including bleachers and other amenities

EXHIBIT B

INSURANCE

DISTRICT, at DISTRICT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by DISTRICT, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**
Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverages.

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

B. **Minimum Limits of Insurance**

DISTRICT shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of $1,000,000 per accident.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or DISTRICT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, DISTRICT; products and completed operations of DISTRICT; premises owned, leased or used by DISTRICT; and automobiles owned, leased, hired or borrowed by DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. DISTRICT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of DISTRICT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by DISTRICT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that DISTRICT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

DISTRICT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Risk Manager
152 North Third Street, Suite 904
San Jose, California 95112-5509

G. **Subcontractors**

DISTRICT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ORIGINAL

AGREEMENT BETWEEN CITY OF SAN JOSE, THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE AND ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT FOR THE LEASE, DEVELOPMENT AND OPERATION OF A YOUTH CENTER AT THE PALA MIDDLE SCHOOL

THIS AGREEMENT, made and entered into this 27th day of February, 2001, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California, ("City"), the REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, a public agency ("Agency"), and ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of California ("District").

RECITALS

A. Section 10900 *et. seq.* of the Education Code authorizes cities and school districts to organize, promote and conduct programs of community recreation; to establish systems of playgrounds and recreation; and to acquire, design, construct, improve, maintain and operate recreation centers, including but not limited to such facilities as playgrounds, outdoor playing fields or courts, swimming pools and gymnasiums.

B. Section 10910 of the Education Code provides that the governing body of any school district may use or grant the use of any of the buildings or grounds of the school district to any other public authority for the purpose of organizing, promoting and conducting community recreation whenever such use will not interfere with the use of such facilities for any other purpose of the public school system.

C. The Agency is presently engaged in redevelopment activities in the Alum Rock Avenue Redevelopment Project Area.

D. The City, Agency and District are vitally concerned with the social needs and general welfare of the students of the school, the residents of the adjacent neighborhood, including the Alum Rock Avenue Redevelopment Project Area and the citizens of the City of San Jose as a whole.

E. The City, Agency and District share the common objectives of increasing student academic performance; reducing neighborhood crime, delinquency and truancy; enhancing recreational opportunities for the students and neighbors of the Pala Middle School; and eliminating blight in the Alum Rock Avenue Redevelopment Project Area for the greater overall benefit of all citizens of the City of San Jose.

F. The City, Agency and District believe that they can best achieve such common objectives by the construction and operation of a youth center at the Pala Middle School site.

G. The purpose of this Agreement is to provide for the joint use and operation of a youth center ("Center"), located on the grounds of Pala Middle School as shown on the site map attached hereto as Exhibit A ("Site"). In addition to the Site, the District shall dedicate an adjoining area as a future parking area for the Center, hereinafter referred to as "Future Parking Area".

In view of the above, the parties agree as follows:

SECTION 1. WARRANTIES AND ACKNOWLEDGEMENTS.

A. The District warrants that the District owns the Site in fee simple, and that the Site is not burdened by any easements or restrictions which would prevent the use of the Site for the purpose of this Agreement. To the best of the District's knowledge at the time this Agreement is executed, the Site has no environmental conditions which will prevent the use of the Site for the stated purpose and objectives of this Agreement. The District will provide City and Agency with copies of a title report for the Site, and any hazardous materials assessments of the Site.

B. The Agency warrants that it has established a Project Budget in an amount not to exceed $7,200,000. The Agency will use the Project Budget to pay for the design and construction of the Center as set forth in Section 5.A.

C. The parties acknowledge that the District and City funding of the operation and maintenance obligations under this Agreement shall be on a fiscal year basis (July 1 to June 30), and are subject to annual appropriations by their respective governing bodies. The parties acknowledge that both the District and City are public entities and, as such, are precluded by the California State Constitution and other laws from entering into obligations which financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of either the District or the City to appropriate funds for the purposes of this Agreement, nor shall District's or City's failure to appropriate funds be considered a Breach hereunder.

SECTION 2. LEASE TERM.

A. Subject to provisions set forth elsewhere in this Agreement regarding termination, the District shall lease to the City, and the City shall lease from the District, the Site for the term of this Agreement. The term ("Term") of this Agreement shall commence as of full execution (the "Effective Date") of this

Agreement. For the purposes of this Agreement, the Effective Date of the Agreement is the date of the Agreement set forth on page 1. The Agreement shall remain in effect for a period of THIRTY (30) years from the Effective Date.

B. The lease term will automatically extend for two (2) additional twenty-year terms unless the City, in its sole discretion, upon ONE HUNDRED EIGHTY (180) days written notice to District prior to the then current expiration date of the Agreement, chooses not to allow the Agreement to automatically extend.

C. If in the 70th year the City agrees to pay for and renovate the building in a manner reasonably satisfactory to District, the District shall either extend this Agreement for an additional 50 years or enter into new ground lease with City on substantially the same terms and conditions. If City does not so elect, then this Agreement shall terminate at the end of the 70th year, unless otherwise agreed by the parties.

D. During the course of this Agreement, the title to the Site will remain with the District and the title to the Center, once completed, shall remain with the City, subject to the provisions of this Agreement. Upon expiration of the term of this Agreement or upon earlier termination of this Agreement pursuant to Section 16, title to the Center shall automatically transfer to the District.

E. Upon completion of the Center, District's use of the Center will be as a non-exclusive lessee of the Center, as is more particularly described herein.

F. District will provide off-Site parking for use of the Center ("Parking Facilities") at the time the Center is ready for use, as described in Section 9.

G. The City shall record a short form of this lease in the public records of Santa Clara County.

SECTION 3. COMMUNICATION.

A. The Director of Parks, Recreation and Neighborhood Services shall meet with District Superintendent, or their respective designees, on a quarterly basis each calendar year, to confer on programming, scheduling, maintenance and repair issues related to the Center.

B. The City shall seek input from the local community on the current and proposed uses of the Center.

C. The City, as owner of the building, shall make the final decision regarding the scheduling of rooms and programs in the building, and for maintenance and repair of the building, as further provided in Sections 6 and 7 of this Agreement.

SECTION 4. DESIGN AND CONSTRUCTION OF CENTER.

A. The District, City and Agency will jointly select a Project architect and shall jointly approve schematic drawings for the building. Agency shall be responsible for managing the design and construction of the Center. Without limiting the generality of the foregoing, Agency shall be responsible for hiring the design professionals for the preparation of working drawings and plans and specifications for the construction of the facility; compliance with all legal requirements, including without limitation the Americans with Disabilities Act; conducting and administering the bidding process for construction; awarding the construction contract; supervision and administration of construction; payment of amounts due to the architect, the contractor and other persons providing services; and administration and resolution of any claims or disputes in connection with the design and construction of the Center. Prior to the public bid of the construction contract, the District and Agency will agree on Site security provisions for the construction contract which will comply with the requirements of the Education Code.

B. The Agency shall secure District's approval if design modifications after joint approval of the schematic drawings will increase the footprint of the Center. City shall coordinate with District to obtain District's approval. District shall provide its written approval or disapproval of the footprint modification within ten (10) business days from City's request, or the modification will be deemed approved.

C. The parties acknowledge that pursuant to Education Code Section 17280 and California Code of Regulations, Title 24, section 4.315, the State Architect and State Fire Marshall is required to inspect and approve all Plans and Specifications for the Center. Agency is responsible for obtaining these approvals.

D. The Agency will use its best efforts to complete the Center by June 30, 2003. The parties understand that the Project design and construction schedule may be impacted by unforeseen events, and agree that until construction is 90% complete, the parties should not plan for occupancy or use of the facility by a date certain. The Agency will provide the City and District with written notice when the construction is 90% complete, and of the projected date of substantial completion.

E. The City will name the Center pursuant to the City's established policy and will include the District in City's community outreach under the policy.

SECTION 5. MAINTENANCE, REPAIRS AND UTILITIES AT CENTER.

A. Once the construction of the Center is completed as evidenced by City's occupation of the Center, Agency will have no obligations whatsoever for the operation or maintenance of the Center. The City shall be responsible for conducting or contracting for a third party to perform all Routine Maintenance and Capital Maintenance of the Center. The terms "Routine Maintenance" and "Capital Maintenance" are defined below.

1. Routine Maintenance shall mean the work necessary to keep the Center in a neat, clean and working condition. Routine Maintenance includes all tasks reasonably necessary to preserve the Center and avoid capital repair and replacement, including without limitation, compliance with all procedures set forth in operating manuals and warranty documentation for the care and preservation of any of the components or systems within the Center.

2. Capital Maintenance shall mean the renovation, repair or replacement of any part of the structure of the Center, any mechanical or operating system contained within the Center, including without limitation, heating, ventilation and cooling systems, plumbing systems and electrical systems.

B. The City, in consultation with District, shall develop standards for both Routine Maintenance and Capital Maintenance of the Center ("City's Maintenance Plan"). The standards shall include, at a minimum, the operation and maintenance standards required by the Agency during the Agency's two year warranty period which begins upon City's Acceptance of the Center.

C. The District shall be responsible for payment of thirty-three and one-third percent (33 1/3%) of the City's cost of the maintenance work identified in the City's Maintenance Plan by July 30 of the fiscal year, except for maintenance of the gymnasium floor, to which the District shall contribute forty percent (40%) of the City's costs. The City will provide the District a copy of the City's Maintenance Plan by July 1 of the fiscal year. Any amounts contributed by the District to the Maintenance Fund and left unexpended shall be carried over into the next fiscal year.

D. All utilities for the Center, including telephone, cable, water, gas, electricity, garbage and sewer service shall be metered separately from utilities serving other buildings at the Pala Middle School site. City shall be responsible for the monthly payment of the costs of all utilities serving the Center. City shall submit invoices to District and District shall reimburse City for thirty three and one third

percent (33 1/3%) of the cost of such utilities not later than thirty (30) days from the date of City's invoice.

E. In the event construction funds for the Future Parking Area are established and the Future Parking Area is constructed by any of the parties to this Agreement, maintenance costs of the Future Parking Area after construction of the parking lot, shall be divided equitably between the City and District based upon their respective usage.

SECTION 6. STAFFING OF CENTER.

A. The City shall select and retain a Center Director, responsible for overall management of the Center and all operational and programming issues for the Center. City shall be responsible for the compensation of the Center Director and all Center support staff.

B. The City may enter into one or more agreements with third parties to provide for the management, maintenance or operation of the building.

C. The City shall ensure that the Center Director, maintenance staff, and all staff based at the Center, pass the security and fingerprinting background checks required by Section 45125 of the Education Code.

SECTION 7. PROGRAMMING.

A. The City, through the Center Director, shall be responsible for arrangement, general supervision, and monitoring of the social, educational, leisure and recreation programs and services to be provided by or through City, at the Center. Subject to the provisions of Sections 8 and 9, the Center Director shall be responsible for determining the appropriate locations and scheduling of the various programs, services and activities offered by or through City.

B. The Center Director shall endeavor to secure a high degree of participation in the Center by the various public and private agencies providing educational, leisure, health and social services within the City of San Jose to meet the diverse needs of the community. Such participation would include programs to respond to the community needs, including programs relating to special education; special counseling; cultural and linguistic needs; special programs for "at risk" youth; and social services.

C. Pursuant to Health and Safety Code section 104350, Business and Profession Code section 25608, and Education Code sections 48900 and 48901, the consumption of alcoholic beverages and cigarette smoking shall not be permitted on Pala Middle School, including but not limited to the Site.

SECTION 8. USE OF CENTER.

The City shall endeavor to provide a comprehensive program of sports, recreational and cultural activities within the Center pursuant to the following principles, policies and guidelines:

A. Preference should be given to programs which will make the Center available to the maximum number of participants. Except for the District's exclusive use of the gymnasium described below, the City shall have exclusive use of the Center.

B. The District shall have exclusive use of the Center gymnasium during the school year every Monday, Wednesday, and Friday during the hours between 7:00 a.m. and 3:00 p.m., and every Tuesday and Thursday between the hours of 7:00 a.m. and 8:00 p.m, except as such schedule may be modified by mutual consent of the parties pursuant to Section 3 of this Agreement. District's use of the gymnasium shall be subject to any standard terms and conditions which the City establishes for its third party users of the Center. A copy of the City's rental policy for Berryessa Community Center and the Leininger Rental Application form, which set forth the terms and conditions of use of such facilities, are attached hereto for informational purposes (which terms and conditions may be modified to meet the specific characteristics of the Center and may be amended from time to time).

C. The City shall be entitled to charge and collect fees for any activity or program organized by the City and conducted at the Center or any other facility at Pala Middle School authorized for City's use in such amounts that will enable City to recover its program costs. All fees collected shall be the property of City. The City will not charge the District for the District's use of the Center.

SECTION 9. USE OF PALA MIDDLE SCHOOL PARKING FACILITIES.

A. The City shall be entitled, at no cost or expense to City except as provided in this Section, to the use of the approximately 60 parking spaces District's Pala Middle School and the District Office parking facilities and designated pedestrian pathways ("School Parking Facilities") for parking in connection with a Center function after scheduled school hours. District shall be responsible for any necessary signage to direct guests, staff and other Center users along the designated route to the Center.

B. The City shall be responsible for litter/trash pick up when no regularly scheduled District custodian is scheduled to provide such services in connection with a City event in the Center. The Parking Facilities may not be used at all during the construction period.

C. Each party shall be responsible for providing security in the parking lot to the extent that respective party is using the parking lot, or in absence of such information, to the extent that each respective party is using the Center.

SECTION 10. ENVIRONMENTAL CONDITIONS.

A. The District, at District's sole cost and expense, shall be responsible for the remediation of any Hazardous Materials condition existing in, on, under or about the Site prior to the date the Agency will advertise the construction contract for public bidding. The District's obligations extend to the remediation that a governmental authority with jurisdiction could legally require. As of the date of execution of this Agreement, District has provided City and Agency with a Phase I hazardous materials assessment of the Site. The District will provide a Phase II hazardous materials assessment of the Site within thirty days of the execution of this Agreement. The City and Agency have thirty days from their receipt of the Phase II report in which to approve or require District to conduct further environmental investigation or remedial action, if any. The term "Hazardous Materials" is defined in the attached Exhibit C.

B. The City, Agency and District agree that none of them will cause or permit any Hazardous Materials to be placed upon the Property, except as permitted by law. Each of the parties hereto shall indemnify and hold each of the other parties harmless from any loss, claim, or expense occurring by reason of its acts or omissions in violation of this Section.

SECTION 11. INDEMNIFICATION.

A. With respect to matters covered by this Agreement, City hereby assumes liability for and further agrees to defend, indemnify, and hold harmless District against any and all liability, claims, demands, costs, losses and expenses, including attorney's fees (collectively, "Claims") for damage to property or injury including death to persons arising or asserted to have arisen from the active or passive negligence or willful misconduct of City, its officers, agents, representatives, volunteers, employees or contractors, whether sole or contributory, except to the extent such Claims arise from the active or passive negligence or willful misconduct of District, its officers, agents, representatives, volunteers, employees or contractors.

B. With respect to matters covered by this Agreement, District hereby assumes liability for and further agrees to defend, indemnify, and hold harmless City and Agency against any and all liability, claims, demands, costs, losses and expenses, including attorney's fees (collectively, "Claims") for damage to property or injury including death to persons arising or asserted to have arisen from the active or passive negligence or willful misconduct of District, its officers, agents, representatives, volunteers, employees or contractors, whether sole or

contributory, except to the extent such Claims arise from the active or passive negligence or willful misconduct of City or Agency, their officers, agents, representatives, volunteers, employees or contractors.

C. With respect to the obligations of Agency covered by this Agreement, Agency hereby assumes liability for and further agrees to defend, indemnify, and hold harmless City and District against any and all liability, claims, demands, costs, losses and expenses, including attorney's fees (collectively, "Claims") for damage to property or injury including death to persons arising or asserted to have arisen from the active or passive negligence or willful misconduct of Agency, its officers, agents, representatives, volunteers, employees or contractors, whether sole or contributory, except to the extent such Claims arise from the active or passive negligence or willful misconduct of City or District, its officers, agents, representatives, volunteers, employees or contractors.

D. This Section shall survive expiration or sooner termination of this Agreement.

SECTION 12. LIABILITY INSURANCE.

A. Without limiting the provisions of paragraph 12, above, each party to this Lease shall maintain its own public liability insurance or funded self-insurance program in an amount not less than $1,000,000 per occurrence for Bodily Injury, Personal Injury and Property Damage and shall furnish to the other, on request, a certificate of such insurance or self-insurance fund. Each party shall provide to the other not less than thirty (30) days' notice of any cancellation or material change in coverage. In addition the City shall insure the building from fire and other risks at limits determined appropriate by the City's Risk Manager.

B. During the course of construction, Agency shall require that the contractor provide the insurance coverages set forth in Exhibit E.

SECTION 13. ASSIGNMENTS.

A. No party to this Agreement shall assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the other parties, which shall not be unreasonably withheld or delayed.

B. All covenants, promises, conditions, representations, and agreements expressed in this Agreement shall be binding on the party who makes them and on that party's representatives, successors, and permitted assigns.

SECTION 14. DAMAGE OR DESTRUCTION

A. In the event that the Center is damaged or destroyed by fire or other casualty, City may, at its sole option, elect to repair the damage to the Center, or to terminate this Agreement.

B. If City elects to repair the Center, it may repair the Center to such reasonable standards as determined by City. City and District shall share the expense of placing fences, enclosures or other structures as they may mutually agree is reasonable to prevent people from accessing the Site or Center until the repair to the building or demolition commences.

C. If City elects to terminate this Agreement, City shall demolish the Center and remove any rubble or debris from the Site, if requested by District within 30 days of City's delivery of notice of termination of this Agreement. If District does not request City to remove the rubble or debris, City shall vacate the Center no later than 45 days after delivery of City's notice of termination. Upon such termination and vacation or demolition, as appropriate, City and District shall have no further obligations under this Agreement. City may retain all insurance proceeds it receives.

SECTION 15. CONDEMNATION.

A. If, during the initial Term or any extension period, the whole of the Center shall be taken pursuant to any condemnation proceeding, this Ground Lease shall terminate as of the date that actual physical possession of the Property is taken, and after that date, both City and District shall be released from all obligations under this Agreement.

B. If, during the initial Term or any extension term, only a part of the Center is taken pursuant to any condemnation proceeding and the remaining portion is suitable for the purposes for which City was using the Center prior to the taking, then this Agreement shall at City's option, either terminate in its entirety, or, terminate only as to the part so taken as of the date that actual physical possession of such portion of the Center is taken, and after that date, both City and District shall be released from all obligations under this Agreement with respect to such portion of the Center taken. In the event of a partial taking, City shall be entitled to the entirety of any condemnation award attributable to the Center, other than that portion attributable to the underlying fee interest of District.

C. Nothing herein contained shall be deemed or construed to prevent City or District from interposing and prosecuting in any condemnation proceedings a claim for the value of any fixtures or improvements installed in or made to the Center by such party, or for its costs of moving or loss of business by reason of such condemnation.

SECTION 16. DISPUTE RESOLUTION/TERMINATION.

A. Pre-Completion of the Center. Prior to completion of the Center, the Agency's Executive Director or City Manager, may terminate this Agreement in the event of

the District's Breach of the Agreement. For the purposes of this subsection B, the following shall constitute a Breach:

1. The District takes an action which prevents the Site from being used in a manner consistent with the purposes of this Agreement;

2. The City discovers a title defect or other condition of the Site which prevents the Site from being used in a manner consistent with the purposes of this Agreement;

3. The Agency discovers Hazardous Material on Site which materially impacts the Project Budget or the Project Schedule;

4. The Agency discovers hazardous material on Site, and the District fails to take remedial action as required under Section 11 of this Agreement.

In the event of such Breach, the City or Agency shall give the District written notice and the notice shall be effective immediately. If the District commits a Breach under this subsection B any time prior to completion of construction, the District shall reimburse Agency for all costs expended to the date of the written notice of Breach.

B. Post-Completion of the Center. The parties shall first attempt to resolve any dispute arising under this Agreement after completion of Agency's construction of the Center, as evidenced by the City's occupation of the Center, through consultation and mediation, before other dispute resolution methods are employed.

1. A failure or delay by any party to perform any material term or provision of this Agreement constitutes a breach ("Breach") under this Agreement. The party who commits a Breach shall promptly commence to cure, correct or remedy with reasonable diligence, and during any period of curing shall not be in default of this Agreement.

2. In the event of a Breach by any party, the injured party shall give written notice of Breach ("Notice of Breach") to the party in Breach with a copy to the remaining party.

3. Within five (5) working days of receiving the Notice of Breach, the parties in dispute shall meet and attempt to resolve their dispute in good faith and consistent with the underlying purposes of the Agreement.

4. If the meeting between the parties does not resolve their dispute, the parties agree to negotiate in good faith to set the matter for mediation with a mutually agreed mediator, with said mediation to be held within thirty (30) days of the

Notice of Breach, unless both parties agree to extend the deadline. City and District shall pay half the costs of the mediation.

5. If the mediation does not resolve the dispute or the parties cannot reach agreement upon a mediator within the time period set forth above, the parties shall have the right to exercise any and all remedies available to it at law or under equity, including, without limitation, the right to terminate this Agreement upon written notice to the Breaching party. Without limiting any rights or remedies hereunder, City and District agree for purposes of determining damages hereunder, that the City's contribution of $7,200,000 shall be prima facie evidence of the original value of Center. City and District further agree that the City's $7,200,000 contribution shall be considered fully amortized after 50 years, on a straight line basis.

6. Upon expiration of the term of this Agreement or upon City's earlier termination of this Agreement, title to the Center shall automatically transfer to the District, provided that title to the Center shall remain with the City if this Agreement is extended, or renewed by the parties pursuant to Section 3C hereof.

C. Elective Termination.

1. Prior to the completion of construction of the Center, City or Agency may elect to terminate this Agreement for the City's or Agency's convenience. The City or Agency shall give District not less than thirty (30) days written notice of termination under this provision of the Agreement. The Agency shall vacate the Site and use reasonable diligence to restore the Site to its condition prior to construction and neither the City nor the Agency shall have any further obligations hereunder.

2. Following the completion of construction of the Center, City may elect to terminate this Agreement for the City's convenience, in which event City shall give District not less than thirty (30) days written notice of a termination under this provision of the Agreement. If City's termination is not due to District's default, City shall vacate the Center and Site, and neither District, Agency nor City shall have any further obligations to each other hereunder.

3. District, may terminate this Agreement, without cause, upon giving not less than 18 months written notice of termination. If District chooses to terminate the Agreement, City's Contribution shall be refunded according to the amortization schedule set forth in the attached Exhibit D. District's right under this subsection C shall become effective only upon completion of the Center and City's occupancy of the completed Center for a period of five (5) years.

SECTION 17. WAIVER.

In no event shall any action by any party hereto constitute or be construed to be a waiver by City, Agency or District of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of City, Agency or District, and the taking of any such action while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to City, Agency or District with respect to such breach or default. The waiver by one party of any breach by any other party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

SECTION 18. INDEPENDENT CONTRACTOR.

Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment among District, Agency and City. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 19. AMENDMENTS.

Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual agreement in writing of the parties hereto.

SECTION 20. SURRENDER OF PROPERTY.

On the last day of the Term, City shall surrender to District the Center in good order, condition and repair (except for reasonable wear and tear, damage or destruction as specified in Section 16 and takings by eminent domain) and free and clear of all liens and encumbrances (other than those, if any, permitted hereby or otherwise created or consented to by District), and if requested to do so, shall execute, acknowledge and deliver to District such instruments of further assurance as in the opinion of District are necessary or desirable to confirm or perfect District's right, title and interest in and to the Center.

SECTION 21. TIME OF ESSENCE.

Time is expressly declared to be of the essence of each and every provision of this Agreement.

SECTION 22. NOTICES.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party shall be in

writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of personal service, when deposited in the United States mail, first class, postage prepaid, addressed to:

Agency:	Redevelopment Agency of the City of San Jose 50 West San Fernando Street, Suite 1100 San Jose, CA 95113 Attn: Executive Director
City:	City of San Jose Department of Parks, Recreation and Neighborhood Services 4 North Second Street, Suite 600 San Jose, CA 95113 Attn: Deputy Director, Recreation
with a corresponding copy to:	City Manager's Office 801 North First Street San Jose, CA 95110
District:	Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127 Attn: John Christ, Asst. Superintendent

Any party to this Agreement may change its address for purposes of this Section by giving notice of the change to the other party in the manner provided in this Section.

SECTION 23. FORCE MAJEURE.

If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 24. ENTIRE AGREEMENT.

This Agreement including the exhibits listed below and attached to this Agreement, constitutes the entire agreement among the parties respecting the Center, the Agency's construction of the Center and City's use and occupancy of the Center and other portions of the Pala Middle School, and correctly sets forth the obligations of City,

Agency and District to each other as of the Effective Date. Any agreements or representations not expressly set forth in this Agreement shall be null and void.

Exhibit A	Location and Description of Center
Exhibit B	City's Sample Facility Use Agreement
Exhibit C	Definition of Hazardous Materials
Exhibit D	Amortization Schedule
Exhibit E	Insurance Requirements

SECTION 25. PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and unimpaired by the holding.

SECTION 26. GOVERNING LAW.

This Agreement shall be governed by and in accordance with the laws of the State of California.

SECTION 27. NONDISCRIMINATION.

Agency, City and District shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, creed, martial status, sexual orientation, disability, ethnicity, ancestry or national origin, in connection with or related to the performance of this Agreement.

SECTION 28. HEADINGS.

The headings of the Sections in this Agreement are merely for the convenience of the parties.

SECTION 29. COUNTERPARTS.

This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

CITY OF SAN JOSE

APPROVED AS TO FORM:

By _____

Name: Peter Jensen

Title: Assistant to the City Manager

Deputy City Attorney

ALUM ROCK SCHOOL DISTRICT, a political subdivision of the State of California

By _____ 2/20/01

Joseph M. Carrillo, Ed.D.
Superintendent

APPROVED AS TO FORM

REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE

By: _____

Associate Counsel

Susan F. Shick
Executive Director

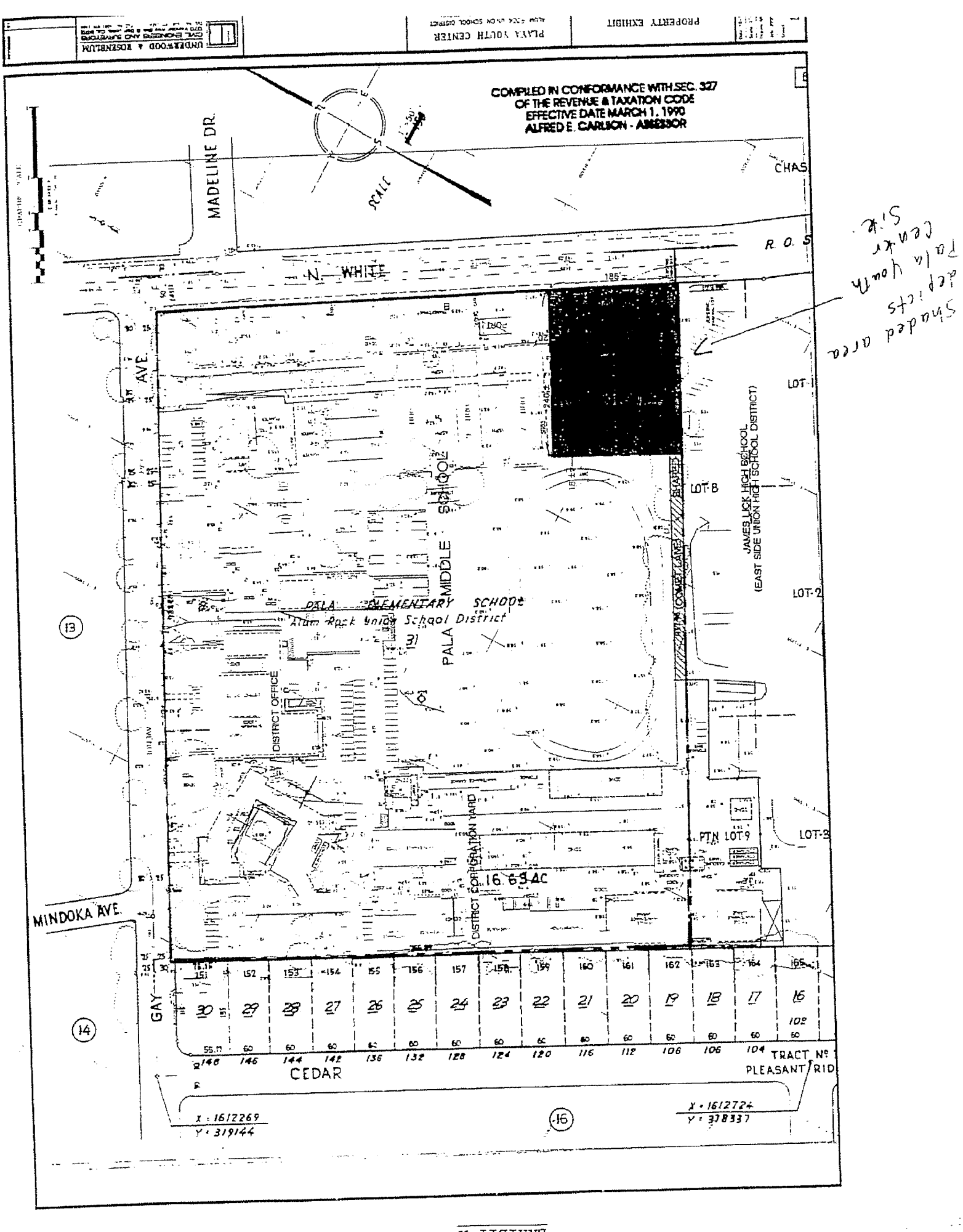

COMPILED IN CONFORMANCE WITH SEC. 327
OF THE REVENUE & TAXATION CODE
EFFECTIVE DATE MARCH 1, 1990
ALFRED E. CARLSON - ASSESSOR
PROPERTY EXHIBIT
PLAYA YOUTH CENTER
ALPINE UNION SCHOOL DISTRICT
MADELINE DR.
SCALE
CHAS
R. O. S
N. WHITE
AVE
LOT
LOT B
LOT 2
LOT 3
JAMES L. LICK HIGH SCHOOL
(EAST SIDE UNION HIGH SCHOOL DISTRICT)
PALA MIDDLE SCHOOL
PALA ELEMENTARY SCHOOL
Alum Rock Union School District
DISTRICT OFFICE
DISTRICT CORPORATION YARD
PTN LOT 9
16.65 AC
MINDOKA AVE.
GAY
CEDAR
TRACT Nº
PLEASANT RID
X = 1612269
Y = 319144
X = 1612724
Y = 378337
13
14
16
Shaded area is the new Playa Youth Center Site.

EXHIBIT A

CITY OF SAN JOSE DEPARTMENT OF PARKS, RECREATION AND NEIGHBORHOOD SERVICES

BERRYESSA RENTAL APPLICATION

Organization Name (if applicable)_____Phone_____

Applicant's name :_____Home phone:_____

Address: _____City:_____Zip code:_____

Employers name:_____Phone :_____Ext:_____

Type of event :_____Estimated Attendance : Adults:_____Youth :_____Total:_____

Event date(S) : _____ Times:_____ To _____

Set-up date: _____Time:_____To_____ Clean-up Time :_____ To_____
(Clean - up must be done on the day of the event.)

Police Officer :_____To _____

Circle the correct answer on each question .

Event open to the public ? Yes or No

Fund raising event ? Yes or No

Will a fee be charged ? Yes or No

Will you be Serving refreshments at your event ? Yes or No

Will a caterer be used ? Yes or No

Will alcohol be served ? Yes or No

SAVE HARMLESS AND INDEMNIFICATION AGREEMENT

I/We,_____hereby understand and agree to
(Print or type full your name of Participant/or Organization)
accept the risk of bodily injury and/or property damage which I/we may incur or cause a third party to incur as a result of my/our participation in any and all activities for which specific space has been reserved for specific times. This shall include, but not be limited to, assignment of time and space for regularly scheduled activities, sporadic use and one time events. With this understanding, I/We further agree to indemnity, defend and save harmless the City of San Jose, its Boards, its commissions and their respective officers, agent and employees from and against any and all claims, losses, injuries, suits or judgments arising from or in connection with my/ our function as a participants. I/We agree to this indemnification and save harmless for myself/ourselves, my/ our successors, assigns, heirs, executors and administrators, and any other person or entitles who/ which may have claim based on my/ our personal injuries and/ or property damage I/ We further understand and agree that this save harmless and indemnification shall apply to any and all facilities that the City of San Jose may own and/ or control.

Furthermore, I/ We have and agree to abide by the City of San Jose rules and regulations pertaining to the use of recreation center buildings. I/ We understand further that I/ We will be held financially responsible for any damage to facilities or equipment which occurs through our group's use of the building.

Applicants signature :_____Date:_____

I/We understand that only the Berryessa Community Center will reserve a San Jose Police Officer. I/We also understand that I/We are responsible for payment to the police officer from the time my guest arrive, to the time we clean up and leave. Payment is to be paid by cash, money order or cashiers check.At the current rate.

Applicants signature:_____Date:_____

BERRYESSA COMMUNITY CENTER RENTAL POLICIES

BEFORE YOUR EVENT

Welcome to the Berryessa Community Center. We hope that we can assist in making your event and use of this Facility a good one. If you have any questions, please call the Center at (408) 251-6392 and ask for the Facility Coordinator, Otis Jones

____ All business is done by appointment only. Please call (408) 251-6392 and ask for the Facility Coordinator, Otis Jones

____ Upon application, a 50% deposit of the rental fees is required to hold your date. (If purchasing by the hour, add the $50.00 non-refundable application fee)

____ The remaining balance of your rental fees and the cleaning/damage deposit is due 60 days before your event. Your final payment due date will be noted on your deposit receipt. A reminder notice will be sent to you 90 days prior to your event, but it is your responsibility to make your final payment before the due date. You may mail your payment or call (408) 251-6392 to make an appointment with Otis Jones, the Facility Coordinator to make your payment. Payment must be made by the due date or your event will be canceled. NO EXCEPTIONS

____ If you wish to extend your event hours or change them, it must be done no later than sixty (60) days prior to your event. All fees for additional hours are due with your final payment sixty (60) days prior to your event. No additional hours or changes will be granted after that time.

____ Maximum occupancy is 250 people. Please be aware of how many guests you have, as any more than 250 people will cause your party to be closed down or guests turned away due to fire codes.

____ The Berryessa Community Center will not store any items before or after your event. Any items left after your event will be placed out by the dumpster. The Berryessa Community Center will not be responsible for these items.

____ The Berryessa Community Center is not responsible for lost or stolen items.

____ All events at the Center must end no later than 11:00 pm with clean up completed by midnight 12:00 am.

____ The Berryessa Community Center requires that you submit your invitation/flyer that includes what kind of event you are having and the arrival time of your guests. This must be submitted no later than two weeks before your event.

____ No ticket sales, contributions, entry fee for admission can be requested at the door or on the premises.

____ No gambling. This includes raffles, door prizes, etc. If you have any questions, please contact the San Jose Police Department, Vice Division.

____ From time to time, equipment breaks down (stove, oven, electrical outages, etc.); please call ahead to see what equipment is working and available for the day of your event.

____ It is the renter's responsibility to read and understand the contract, your hours of use (set-up, clean up), and the center policies. If you have any questions, please call the Center and ask to speak with the Facility Coordinator, Otis Jones (408) 251-6392.

REFUNDS/CANCELLATION CHARGES

____ Cancellation charges:
More than sixty (60) working days prior to the event, $50.00. Sixty (60) working days or less, $150.00.

____ Refunds take 6-8 weeks to process, for cash, check or money order; credit cards refunds will be processed within 3 business days. Any additional fees or penalties will be deducted from cleaning/damage deposit.

____ If you stay beyond your scheduled time, a charge of $150.00 per hour, or fraction thereof, will be charged.

THE DAY OF YOUR EVENT

____ If an agent is designated to represent you or your organization for the day of the event, please inform the Facility Coordinator, Otis Jones at (408) 251-6392, at the time you make your final payment. (60 days before your event).

____ You or your assigned agent will be required to do a pre and post-event walk through and then sign the facility release form. This process will determine and begin your damage/cleaning deposit refund.

____

____ Table and chairs cannot be left outside when building is not in use. So if you are going to set up outside, your set up time must be immediately prior to the time the event is scheduled to start.

____ There is no smoking inside the Community Center. You may smoke on the patio area or in front of the building, at least 25 feet away from the door. Please have your guests use the ashtrays provided. You are responsible for picking up any cigarette butts left on the ground.

____ The tossing of rice is prohibited. We recommend the throwing of birdseed or blowing of bubbles.

____ The Berryessa Community Center does not provide sound systems (microphones, stereos, ladders, musical instruments, etc.)

____ The Berryessa Community Center provides only tables and chairs.

DECORATIONS

____ You can decorate the patio. All chairs and tables must be returned inside the multi-purpose room after your event is over.

____ No decorations may be taped, stapled, nailed or tacked on any of the walls, windows, ceiling, vents, door trims or doors in the Community Center. **All decorations must be free standing.** Tables can be decorated with tablecloths, balloons, etc. No staples or tacks are allowed on any surface of the tables.

____ If helium balloons are to be used, they must be securely anchored. They may not be tied to a chair. A **$5.00 removal fee per balloon** will be charged for balloons that go into the ceiling area.

____ Mylar balloons are prohibited.

____ **The use of a smoke or fog machine is prohibited**

____ No candles (birthday candles on a cake is allowed), lanterns or open flames of any kind; exception: sterno cups used by caterers.

____ If you plan to use trees or large plants as decorations, they must be **fire retardant** and tagged with an official fire retardant tag. **If you bring foliage that is not tagged, it will not be permitted inside the center.**

____ The heating and cooling system is controlled by a computer not on the premises and the Community Center does not have a manual thermostat. Staff are not able to adjust the room temperature at any time.

KITCHEN

____ You are responsible for bringing your own utensils and pans.

____ All counters are to be wiped clean. Floors should be clean of any spills and food particles.

____ Steam-table, refrigerator, and stove should all be clean. No items are to be left in the refrigerator.

____ Restroom in kitchen is for caterer's use only and must be cleaned up after the event has ended.

____ Back door of kitchen is for caterer's use only, and should always remain closed.

POLICE OFFICER

____ You are responsible to pay the police officer(s) at the set rate.

____ The police officer is scheduled to be at the Center from the time your event starts until you and all of your guests have left the facility (this includes during clean-up time).

____ The police officer will be paid in full at the beginning of your event. Payment will be in the form of cash, or money order. **No personal checks!** . Receipts are available upon request.

____ The event **will not be allowed to begin until the officer arrives**.

____ If you stay beyond your scheduled time, the officer is also required to stay, and the additional payment due to him/her is payable immediately.

____ At the time the officer is booked, the officer in charge may deem it necessary for an additional officer to be booked for that event. This decision is made in the best interest of all parties involved. You will be notified if an additional officer is booked and you are required to pay the additional fee.

____ The police officer will be scheduled by the Center. Security guards, volunteer police officers, friends of the force, etc., are not permitted.

ALCOHOLIC BEVERAGES

____ Alcohol is prohibited at any event that is in honor of a minor (under 21 years of age). This includes consumption by any adult at the event. The finding of any alcoholic beverages at an event for a minor is grounds for closure and shall be enforced. In the event that this happens, all fees will be forfeited.

____ No alcoholic beverages can be poured or consumed until the officer on duty arrives.

____ Champagne, Sake, Beer and Wine are the only alcoholic beverages permitted.

____ Hard liquor and/or mixed drinks are prohibited at all events. Hard liquor found at any event is grounds for closure and shall be enforced. All fees will be forfeited.

____ Consumption of alcoholic beverages by anyone less than 21 years of age is strictly prohibited. Anyone under 21 years of age found drinking, will be asked to leave.

____ Alcoholic beverages may not be sold.

____ Drinking of alcoholic beverages is permitted only inside the multi-use room and on the patio.

____ Drinking is not permitted in the park (prohibited by City Ordinance), and the parking lot (prohibited by State CVC Law)

I, _____ the renter, have read, understand and initialed all of
Please print your name
the information given in this document.

_____ _____
Your Signature Date

_____ _____
Staff Signature Date

Rev. Jan2001 dga

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS

For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes.

EXHIBIT D

AMORTIZATION SCHEDULE

Amount to be Amortized	Period of Amortization	Number of Months in Period of Amortization	Amount of Amortization per Month
$7,200,000.00	50 years	600 months	$12,000.00

EXHIBIT E

INSURANCE

AGENCY shall require the construction contractor and design professionals to provide the minimum insurance coverage stated herein.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X,C,U (Explosion, Collapse and Underground) coverages; and

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

4. Professional Liability Errors and Omissions insurance (design professional only).

5. Builders' Risk insurance form providing coverage for "all risks" of loss.

B. Minimum Limits of Insurance

Contractor shall maintain limits be no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of $100,000 per accident; and

4. Professional Liability Errors and Omissions insurance $1,000,000 per occurrence.

5. Builders' risk: Completed value of project.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of AGENCY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the AGENCY, its officer, employees, agents and contractors; or AGENCY shall require its construction contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the AGENCY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

   a. The District, Agency and City, their officers, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor ; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, Agency, CITY, their officers, employees, agents and contractors.

   b. The Contractor's insurance coverage shall be primary insurance as respects the District, Agency, CITY, their officers, employees, agents and contractors. Any insurance or self-insurance maintained by the District, Agency, CITY, their officers, employees, agents or contractors shall be excess of Contractor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to the District, Agency, CITY, their officers, employees, agents, or contractors.

d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, Agency, CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

The Contractor shall furnish the Agency and DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Risk Manager
152 North Third Street, Suite 904
San Jose, California 95112-5509

ALUM ROCK SCHOOL DISTRICT
Attention: Risk Manager
2930 Gay Avenue
San Jose, CA 95127

CITY OF SAN JOSÉ, CALIFORNIA

Office of the City Clerk
801 North First Street, Room 116
San José, California 95110
Telephone (408) 277-4424
FAX (408) 277-3285

CITY CLERK

March 14, 2001

Alum Rock Union Elementary
School District
ATTN: John Christ
2930 Gay Avenue
San Jose, CA 95127

RE: Pala Middle School Youth Center – Lease, Development & Operation

Enclosed for your files is a fully executed copy of the subject contract.

If you have questions regarding these documents, please contact the Legal Support Division of the City Clerk's Office, at (408) 277-4428.

Thank you.

Leona Bishop

Leona Bishop

EXHIBIT E

YOUTH CENTER AGREEMENT

EXHIBIT F

INSURANCE

Tenant shall require each construction contractor, subcontractor and design professional (collectively, "Contractor") to provide at least the minimum insurance coverage described below.

A. Minimum Scope of Insurance

Contractor's Coverage shall be at least as broad as:

1. The coverage described in the latest available form of Insurance Services Office Commercial General Liability coverage ("Occurrence") Form Number CG 0001, including X, C, U (Explosion, Collapse and Underground) coverages; and

2. The coverage described in the latest available Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto," or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos;" and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

4. Professional Liability Errors and Omissions Insurance (design professional only) for all projects involving structural alterations and, if not involving structural alterations, for improvements whose cost of construction shall exceed $50,000.

5. Builders' Risk insurance form providing coverage for "all risks" of loss (construction contractor only).

6. Pollution liability insurance for any improvements involving the demolition of existing structures or which involve the excavation or removal of soil from the Premises.

B. Minimum Limits of Insurance

Contractors shall maintain coverage limits no less than:

1. Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and,

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and,

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by California Law and Employers Liability limits of $1,000,000 per accident; and,

4. Professional Liability Errors and Omissions insurance $1,000,000 per occurrence; and,

5. Builders' Risk: Completed value of project; and

6. Pollution Liability: $1,000,000 with NODS (Non-Owned Disposal Sites) coverage.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions over $25,000 must be declared to, and approved by Landlord's Risk Manager or the District Superintendent's designee. If not approved by Landlord then, at the option of Tenant, either: the insurer shall reduce or eliminate such deductibles; or Tenant shall require its construction contractors to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount not less than the proposed project's estimated completion price plus fifteen percent (15%).

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. Landlord, and its officers, Trustees, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor on or about the Premises and the products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Landlord, Tenant, their officers, Trustees, employees, agents and contractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the Landlord, Tenant, their officers, Trustees, employees, agents and contractors. Any insurance or self-insurance maintained by Landlord or its officers, Trustees, employees, agents or contractors shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure of Contractor to comply with any reporting provisions contained in the policies of Contractor shall not affect coverage provided to the Landlord or its officers, Trustees, employees, agents, or contractors.

d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Contractor's commercial general liability, automobile and Worker's Compensation policies shall be endorsed to provide a Waiver of Subrogation provision in favor of the Landlord.

2. All Coverages. Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the Landlord and Tenant.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to Landlord's Risk Manager or other designee of District's Superintendent with any and all such insurers to be licensed to do business in the State of California and with a rating reasonably acceptable to District.

F. Verification of Coverage

The Contractor shall furnish the Landlord and Tenant with certificates of insurance and with original endorsements affecting coverage required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following addresses or any subsequent addresses as may be directed in writing by Landlord's Risk Manager or other designee:

[INSERT TENANT'S ADDRESS]
467 N. WHITE ROAD
San Jose, CA 95127

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Risk Manager
2930 Gay Avenue
San Jose, CA 95127

With a copy to the Superintendent at the same address.

EXHIBIT G

LEASEHOLD MORTGAGEE PROVISIONS

Rights/Duties/Provisions relating to Leasehold Mortgages and Leasehold Mortgagees

A. Right to Encumber. Tenant shall have the right to pledge its leasehold estate under the Lease as security for indebtedness, whether by deed of trust, mortgage, collateral assignment, or other document (hereafter a "**Leasehold Mortgage**") provided that: (a) only one Leasehold Mortgage is recorded against the leasehold estate at any one time; (b) the purpose of the loan secured by the Leasehold Mortgage is solely for the construction of Tenant Improvements upon the Premises; (c) the Leasehold Mortgage and all rights acquired under it shall be expressly subject to each and all of the covenants, conditions, and restrictions stated in this Lease and to all rights and interests of Landlord; (d) the mortgagee or beneficiary under the Leasehold Mortgage ("**Leasehold Mortgagee**") shall be an institutional lender; (e) Tenant shall give Landlord prior notice of any such Leasehold Mortgage including without limitation the name and address of the Leasehold Mortgagee and true and correct copies of the note, Leasehold Mortgage, and other related agreements; (f) the Leasehold Mortgage shall not affect or become a lien on the Landlord's fee estate in the Premises; (g) the Leasehold Mortgagee shall expressly agree in writing to give Landlord prompt written notice of any default by Tenant under the note, Leasehold Mortgage, or other related agreements; (h) the Leasehold Mortgagee shall expressly acknowledge in writing the reasonableness of any conditions to assignment and/or subletting set forth in this Lease including without limitation this **Exhibit G**; (i) the Leasehold Mortgage shall provide that the term of the loan secured by the Leasehold Mortgagee shall not exceed, and that all amounts secured thereby shall be paid by no later than, the end of the Lease Term exclusive of any Extension Terms; (j) the Leasehold Mortgage shall provide that Landlord has the right to cure any default under or with respect to the note, Leasehold Mortgage, or other related agreements with cure rights and timeframes at least as favorable to Landlord as the cure rights and timeframes set forth in Subdivision B(c) hereinbelow are for Leasehold Mortgagees; and (k) immediately after recordation of the Leasehold Mortgage, Tenant shall, at its own cost and expense, cause to be recorded in the official record of the county in which the Premises are located a request that Landlord receive written notice of any default and/or notice of sale under the Leasehold Mortgage.

B. Leasehold Mortgagee Protections. The following provisions apply as to any Leasehold Mortgage until such time that all obligations of Tenant under the Leasehold Mortgage have been completed and the Leasehold Mortgage is reconveyed or otherwise terminated in accordance with its terms.

(a) **Lease Modification**. Except as to any right or remedy accorded to Landlord under the Lease including the right to terminate the Lease upon Tenant's default, Landlord and Tenant shall not, without the prior written consent of the Leasehold Mortgagee, cancel or surrender the Lease or enter into any modification of any term of the Lease that would materially affect the Leasehold Mortgage or the Leasehold Mortgagee's rights under the Leasehold Mortgage.

(b) **Request for Notice of Default**. Landlord shall serve a copy of any notice of Tenant default under this Lease upon the Leasehold Mortgagee, and no such notice shall be binding upon or affect the Leasehold Mortgagee unless a copy is given pursuant to this subdivision.

(c) **Leasehold Mortgagee's Right to Cure**.

(i) **General Right to Cure**. Subject to Subdivisions B(c)(ii)-(vi) and except that nothing herein shall be construed to allow the Leasehold Mortgagee to enter the Premises prior to taking possession of the Premises from Tenant, the Leasehold Mortgagee shall have the right at any time during the Lease Term exclusive of Extension Terms to do any act or thing required of Tenant under the Lease, whenever failure to do such act or thing would constitute a default under the Lease, and all such acts or things done and performed by the Leasehold Mortgagee shall be as effective to prevent a forfeiture of Tenant's rights hereunder as if done by Tenant.

(ii) **Monetary Defaults**. With respect to a default by Tenant in the payment of Rent or other sums due Landlord under the Lease ("**Monetary Default**"), any election of Landlord to terminate this Lease or Tenant's right to possession shall be of no force or effect if such Monetary Default is cured by or on behalf of the Leasehold Mortgagee within five (5) business days after the later of the giving of such notice of default to the Leasehold Mortgagee or the expiration of the applicable cure or grace period provided to Tenant.

(iii) **Non-Monetary Default**. With respect to any default by Tenant other than a Monetary Default ("**Non-Monetary Default**"), any election of Landlord to terminate this Lease or Tenant's right to possession shall be of no force or effect if such default is cured by or on behalf of the Leasehold Mortgagee within thirty (30) calendar days after the later of (a) the giving of such notice of default to the Leasehold Mortgagee or (b) the expiration of the applicable cure or grace period provided to Tenant hereunder.

(iv) **Possession Default**. Notwithstanding the foregoing, if the Leasehold Mortgagee cannot cure a Non-Monetary Default unless it obtains possession of the Premises or acquires Tenant's interest under this Lease (any such default requiring such possession or acquisition to cure hereafter referred to as a "**Possession Default**"), then Landlord shall not terminate this Lease or Tenant's right to possession for any such Possession Default so long as (1) Lender cures all other defaults within the period of time provided in Sections B(c)(ii) and (iii) above; (2) all Monthly Rent and other sums due Landlord under this Lease are paid and kept current by the Leasehold Mortgagee; (3) all other terms of this Lease are performed when and as required under this Lease; and (4) the Leasehold Mortgagee takes prompt and diligent steps to institute, prosecute, and complete foreclosure proceedings or otherwise acquire Tenant's interest under this Lease, and, upon obtaining possession or acquiring Tenant's interest under this Lease, immediately cures all then-existing **Possession Defaults**. Notwithstanding the foregoing, Landlord may terminate this Lease and/or Tenant's right to possession for any Possession Default that has not been cured within one hundred twenty (120) calendar days following written notice of such default to the Leasehold Mortgagee by or on behalf of Landlord.

(v) **Personal Defaults**. Notwithstanding the foregoing, any election of Landlord to terminate this Lease or Tenant's right to possession shall be of no force or effect solely on account of a default that can be cured only by Tenant and is not susceptible to cure by the Leasehold Mortgagee (such as the filing of a bankruptcy proceeding by Tenant) ("**Personal Default**").

(vi) **No Modification of Option Provisions**. Notwithstanding anything to the contrary herein, the provisions of this **Exhibit G** shall not be construed to provide any additional time for the exercise of any Option to extend the Lease Term, to permit the Leasehold Mortgagee to cure any default of Tenant for the purposes of exercising or maintaining such Option, or to modify any provisions relating to such Option.

(d) **Foreclosure by the Leasehold Mortgagee.**

(i) **Right to Foreclose**. The Leasehold Mortgagee shall have the right to realize on the security afforded by the Leasehold Mortgage by exercising foreclosure proceedings or power of sale, or accepting an assignment or deed in lieu thereof, or other remedy afforded in law or in equity, all to the extent allowed by the Leasehold Mortgage (collectively referred to as "**Foreclosure Sale**") and to transfer, convey, or assign the title of Tenant to the Leasehold estate created hereby to any purchaser at any such Foreclosure Sale (such purchaser including, if applicable, the Leasehold Mortgagee, hereinafter referred to as the "**Foreclosure Purchaser**"), and to acquire and succeed to the interest of Tenant hereunder by virtue of any such Foreclosure Sale; provided that the Leasehold Mortgagee has given all notices and opportunities to cure to Landlord and Tenant required hereunder and/or by applicable Law. Notwithstanding the foregoing, however, the Leasehold Mortgagee (1) shall not be entitled to conduct any auction, foreclosure, or other sale at or upon the Premises; (2) shall not remove any fixtures, furnishings, equipment, or other property on or at the Premises whether or not affixed thereto; and (3) shall conduct a unified sale of the leasehold interest, all other real property collateral, and all personal property collateral to a single purchaser.

(ii) **Attornment and Non-Disturbance**. Upon any acquisition by the Foreclosure Purchaser of the leasehold interest in the Premises, the Foreclosure Purchaser shall be bound to the Landlord, and the Landlord shall be bound to the Foreclosure Purchaser under the terms, covenants, and conditions of the Lease, including without limitation the provisions of Article 4 of this Lease regarding the use of the Premises, with the same force and effect as if the Foreclosure Purchaser were the original Tenant under the Lease, except that the Foreclosure Purchaser shall not be bound to cure Personal Defaults of Tenant and except that, if the Foreclosure Purchaser is the Leasehold Mortgagee, its liability shall cease upon a Foreclosure Purchaser Assignment as defined in the next subdivision.

(iii) **Foreclosure Purchaser Assignment**. If the Foreclosure Purchaser is the Leasehold Mortgagee, it may assign the leasehold interest (exclusive of any Extension Terms but including all other real and/or personal property transferred to such purchaser) if it obtains the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. For purposes of this provision, Landlord, Tenant, and the Leasehold Mortgagee agree and acknowledge that any withholding of consent by Landlord based on any of the following is and shall be reasonable: (1) the proposed assignee is not an entity legally entitled to

conduct the Permitted Use set forth in Article 4 of this Lease or is not reasonably likely to continue to be such an entity for the remaining Lease Term, exclusive of any Extension Terms; or (2) the proposed assignee fails to provide evidence reasonably satisfactory to Landlord that it will be financially capable of meeting the obligations of Tenant for the full Lease Term, exclusive of any Extension Terms, including without limitation the obligations relating to the payment of Rent or other amounts under the Lease.

(e) **New Lease to Mortgagee**. In the event of termination of the Lease as a result of a rejection of the Lease in bankruptcy, Landlord shall, at the Leasehold Mortgagee's written request, enter into a new lease ("**New Lease**") with the Leasehold Mortgagee covering the Premises if the Leasehold Mortgagee: (i) gives the notice of request within thirty (30) days after the termination, (ii) accompanies the notice with a written instrument unconditionally guaranteeing that, upon execution of the New Lease, it will cure all Monetary Defaults of Tenant under the Lease and pay to Landlord all costs including attorneys' fees incurred by Landlord in connection with or resulting from any Tenant default, the termination, and the New Lease, (iii) remedies all existing defaults under the Lease immediately upon execution of the Lease for Monetary Defaults and within thirty (30) days after execution for Non-Monetary Defaults; and (iv) accepts the Premises in their then "as-is" condition without warranty of any kind from Landlord. The New Lease (1) shall be executed no later than thirty (30) days after delivery of the notice of request; (2) shall be for the remainder of the Lease Term exclusive of Extension Terms; (3) shall be effective as of the date of termination with possession to occur upon execution; and (4) except that any options shall not be part of the New Lease, shall be at the Rent and on the covenants, agreements, conditions, provisions, restrictions, and limitations contained in the terminated Lease. So long as Lender cures all defaults other than Personal Defaults, then no Personal Default shall be deemed to be a default or breach under the New Lease.

(f) **Limits on Leasehold Mortgagee's Liability**. No Leasehold Mortgagee shall be liable to perform Tenant's obligations under this Lease until such Leasehold Mortgagee takes possession of the Premises or any part thereof or acquires Tenant's rights by foreclosure, assignment in lieu of foreclosure, or otherwise, subject, however, to the Leasehold Mortgagee's right hereunder to cure any defaults of Tenant under the Lease.

(g) **Estoppel Certificates.** No more frequently than annually, Leasehold Mortgagee shall have the right to obtain estoppel certificates from Landlord stating whether the Lease is in full force and effect, whether the rent and other charges have been duly and fully paid in accordance with the terms of the Lease, and whether Tenant is in default under any of the terms, covenants, or conditions contained in the Lease, or whether any event has occurred which would, with the passage of time or giving of notice or both, constitute a default under any of the terms, covenants or conditions contained in the Lease.

(h) **No Merger**. If this Lease and the fee estate in the Premises are ever commonly held, then they shall remain separate and distinct estates and shall not merge without consent by all Leasehold Mortgagees.

EXHIBIT H

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN REQUESTED, RETURN TO:

_____
_____
_____
_____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this _____ day of _____, 20__, by and between Alum Rock Union Elementary School District, a political subdivision of the State of California and County of Santa Clara ("**Landlord**"), and _____, a _____ ("**Tenant**"), who agree as follows:

1. Term and Premises. Landlord leases to Tenant and Tenant leases from Landlord the real property together with certain Improvements thereof located in the City of San Jose, County of Santa Clara, State of California, described in Attachment No. 1 attached to this Memorandum of Lease together with certain Improvements thereof ("**Premises**"), for a term to expire _____, 20__. The lease is on the terms and conditions contained in the lease between the parties dated _____ ("**Lease**"). The provisions of the Lease are incorporated into this Memorandum by reference.

2. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and it in no way modifies the provisions of the Lease.

LANDLORD:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of California and County of Santa Clara,

Dated: _____, 20__

By:_____
Name:_____
Title:_____
(signature must be notarized)

Dated: _____, 20__

By:_____
Name:_____
Title:_____
(signature must be notarized)

[Signatures continue on following page]

TENANT:

_____, a

_____

Dated: _____, 20__

By:_____
Name:_____
Title:_____
(signature must be notarized)

Dated: _____, 20__

By:_____
Name:_____
Title:_____
(signature must be notarized)

ATTACHMENT NO. 1

LEGAL DESCRIPTION

EXHIBIT "A"

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Lots 8 and 9 as shown on the Map of the Chas. E. White Subdivision, filed for record in Book "I" of Maps, page 129, Santa Clara County Records, described as follows:

BEGINNING at the centerline of North White Road and Gay Avenue;

Thence along the centerline of Gay Avenue, South 59°20'54" West, 50.02 feet, to the northwesterly prolongation of the southwesterly line of North White Road;

Thence along said northwesterly prolongation, South 32°15'00" East, 25.01 feet, to the TRUE POINT OF BEGINNING;

Thence along the southwesterly line of North White Road, South 32°15'00" East, 561.05 feet;

Thence South 57°49'47" West, 62.51 feet;

Thence South 32°27'06" East, 2.51 feet;

Thence South 57°32'54" West, 89.32 feet;

Thence South 52°20'04" West, 66.36 feet;

Thence South 32°10'47" East, 153.30 feet;

Thence South 59°29'36" West, 473.34 feet;

Thence North 30°52'00" West, 344.80 feet;

Thence North 59°16'59" East, 238.50 feet;

Thence North 30°27'50" West, 293.35 feet;

Thence North 59°10'16" East, 8.78 feet;

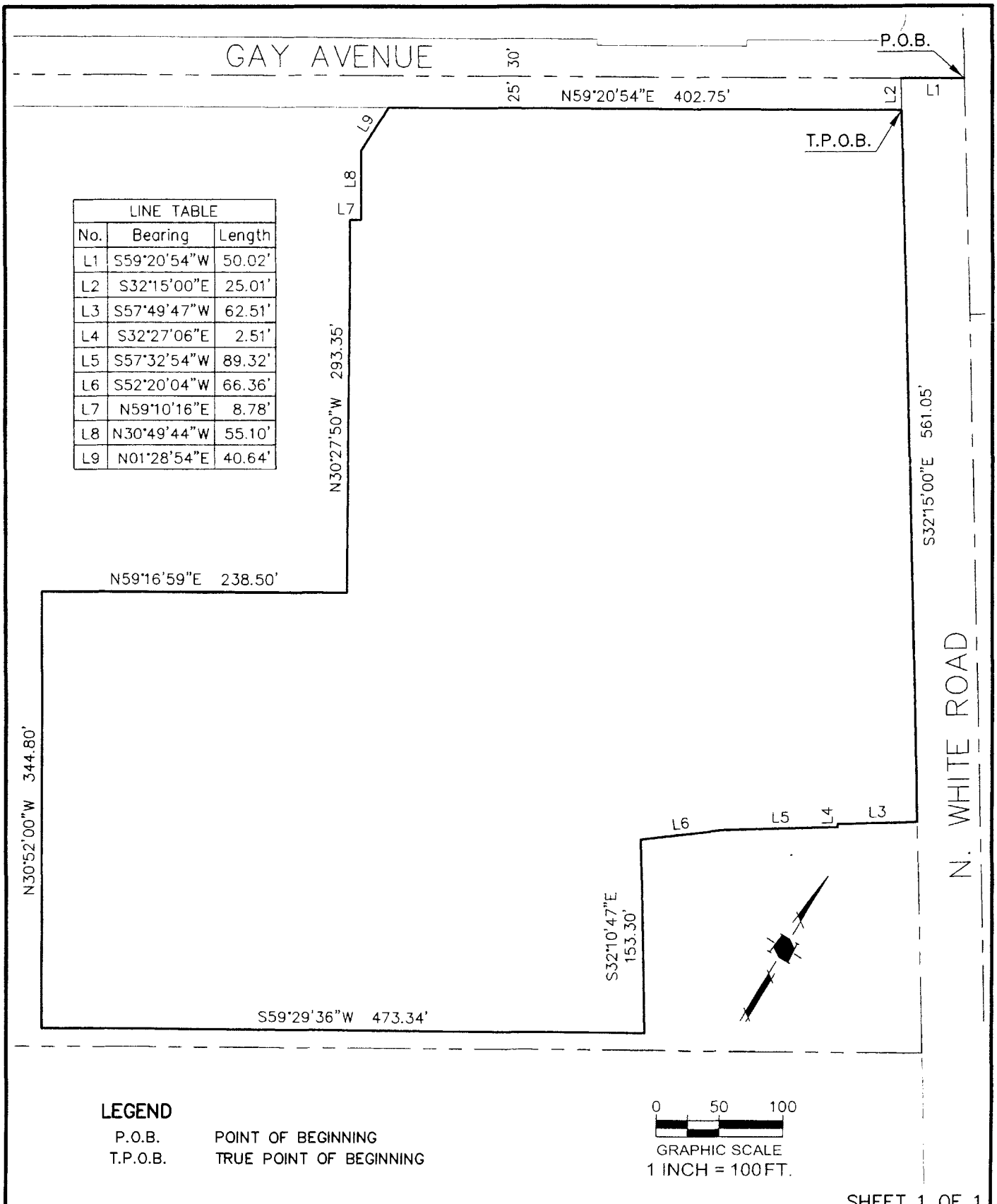
Thence North 30°49'44" West, 55.10 feet;

Thence North 01°28'54" East, 40.64 feet, to the southeasterly line of Gay Avenue;

Thence along said southeasterly line, North 59°20'54" East, 402.75 feet, to the TRUE POINT OF BEGINNING.

Containing 8.47 acres, more or less.

LICENSED LAND SURVEYOR
STEVE W. DANNER
No. 5106
Exp. 6-30-11
STATE OF CALIFORNIA



LINE TABLE		
No.	Bearing	Length
L1	S59°20'54"W	50.02'
L2	S32°15'00"E	25.01'
L3	S57°49'47"W	62.51'
L4	S32°27'06"E	2.51'
L5	S57°32'54"W	89.32'
L6	S52°20'04"W	66.36'
L7	N59°10'16"E	8.78'
L8	N30°49'44"W	55.10'
L9	N01°28'54"E	40.64'

LEGEND

P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING

0 50 100

GRAPHIC SCALE
1 INCH = 100 FT.

SHEET 1 OF 1

Date:	12-10-09
Scale:	1" = 100'
Designed:	–
Drawn:	TG
Checked:	SD
Proj. Engr.:	–
	379100PL01

1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

EXHIBIT "A"
Plat to accompany description

SAN JOSE CALIFORNIA

Appendix 34: Multi-Year Budget Projection with Cash Flow and Local Control Funding Formula Calculator

Budget Narrative

The attached budget and cash flow projection are based on historical spending patterns and current fiscal realities to implement Escuela Popular Community Training Center (EPCTC) program as described in the charter petition. Assumptions that are being used to create the analysis are based on financial data from its currently operating school in East San Jose.

I. Revenues

A. Enrollment and ADA

	2026-27	2027-28	2028-29
9th	464	464	489
10th	31	31	31
11th	4	4	4
12th	26	26	26
Enrollment	**525**	**525**	**550**
ADA	**441**	**441**	**462**
Percentage	84%	84%	84%

B. Government Funding

The Local Control Funding Formula (LCFF) was signed by the Governor on June 27, 2013. This budget is using the Fiscal Crisis and Management Assistance Team (FCMAT) calculator version 26.2 dated August 1, 2025. COLA is calculated by the Department of Finance as referenced in the FCMAT file. The LCFF rates used are as follows:

	2026-27	2027-28	2028-29
COLA	3.02%	3.42%	3.31%
LCFF Rate	$18,110	$18,730	$19,352

This budget reflects an Unduplicated Pupil Percentage (UPP) of approximately 99% for students qualifying for Free and Reduced Lunch (FRL) and English Learners (ELL) at EPCTC, consistent with historical patterns. The school's UPP has remained consistently high over the past several years, resulting in a slightly increasing three-year average.
This budget assumes EPCTC is eligible for the concentration grant portion of LCFF capped at the East Side Union High School District (ESUHD) average of 82.70%.

EPA and In lieu portions of LCFF are based on historical patterns. The school also qualifies for the Equity Multiplier, which is conservatively estimated at approximately $1.29 million annually beginning in FY26.

CTC receives limited federal funding. The comprehensive Support and Improvement (CSI) grant sunsets after FY27 resulting in a conservative estimate of $50K in FY27 and $0 thereafter, with negative adjustments shown in later years to reflect the transfers of SPED funding to EPAFLC in alignment with EDCOE SELPA policy.

The school has budgeted for state lottery revenue (see Rates tab). The expected rate is $272/ADA per the CDE's estimate. The Mandate Block Grant is also included at $59.97/PY ADA beginning in FY27 increasing

moderately each year. Prop 28 Arts & Music is included as well and is based on prior year enrollment and FRL.

The school is in their third year of a five-year CA Community Schools Partnership grant which expires in FY28 ($250K in FY27 and $187K in FY28). The school also has a three-year Literacy Coaches grant of $150K per year. The student Support & PD Block Grant of $176K is also available in FY27 with spending set to expire in FY29

Local revenues and Fundraising are included based on historical receipts.

II. EXPENSES

Expenses have been conservatively estimated by the petitioners based on historical activity. Below is a summary of the major expense categories and their underlying assumptions.

A. Staffing and Benefits

The staffing plan can be accessed on the payroll tab in the Excel workbook. The plan is based on current staffing levels, which in FY26 reflect temporary staffing adjustments related to credentialing and compliance needs. Beginning in FY27, which aligns with the petition years, compensation levels decrease and stabilize, reflecting staffing adjustments made to align with credentialing requirements and forecasted ADA and enrollment. Staffing levels are assumed to remain largely stable throughout the petition term, as enrollment is not projected to remain relatively consistent

Salaries are projected to grow by 2% annually. STRS contributions are included for certificated staff. Classified staff participate in a qualified retirement plan; therefore, only Medicare under FICA is included for those positions. The school's contribution to health and welfare benefits is projected to grow at 2.5% per year in the first 3years and then 4% in subsequent years.

B. Books and Supplies

EPCTC plans to spend approximately $320K–$350K annually on curriculum, instructional materials, supplies, and equipment during the petition term. These projections are based on the detailed Books and Supplies budget in the multi-year financial projection, which reflects ongoing instructional needs and modest annual increases consistent with historical spending patterns. Larger curriculum and equipment investments were previously supported with one-time funding, reducing the need for elevated recurring expenditures in the petition years.

The school also projects annual spending of approximately $45K–$50K on student food services, reflecting the combined costs of student food services and related food expenditures. These amounts are aligned with historical trends and current program operations and remain stable throughout the petition term.

C. Services and Operating

Travel and conferences are budgeted at $23k per year, increasing overtime at a 2% COLA adjustment rate. The liability insurance premium is $187K per year, consistent with historical patterns.

Occupancy (rent, utilities, and janitorial) is budgeted at ~$1.47MM per year based on historical trends and its bond repayment schedule.

Oversight Fee at 1% of LCFF has been included.

The school also budgeted for field trips, student activities, fingerprinting, legal, marketing and student recruiting, interest, professional development, payroll, HR and audit fees, consultants, technology, health services, and student assessment systems. All of these assumptions are in line with existing operating expenditures with a 2% increase each year.

EPCTC expects to spend roughly ~$100K on its communication expenses, including telephone, cell phones, internet, and postage. See budget detail for additional information on budget line items.

D. Cash Flow

Cash flow is projected to be positive throughout the term of the renewal. The school has a strong accumulated cash balance.

E. Contingencies and Reserves

The school plans to exceed the CDE recommended budget reserve of 3% of total annual expenses.

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
SUMMARY							
Revenue							
LCFF Entitlement	7,753,757	7,986,457	8,259,905	8,940,494	9,229,802	9,229,936	
Federal Revenue	456,515	50,000	-	-	-	-	
Other State Revenues	2,191,959	1,974,444	1,749,919	1,569,290	1,574,867	1,574,867	
Local Revenues	92,397	92,397	92,397	92,397	92,397	92,397	
Fundraising and Grants	30,500	30,500	30,500	30,500	30,500	30,500	
Total Revenue	**10,525,128**	**10,133,798**	**10,132,721**	**10,632,681**	**10,927,566**	**10,927,700**	
Expenses							
Compensation and Benefits	7,517,962	6,450,887	6,586,870	6,723,509	6,879,659	7,039,819	
Books and Supplies	306,069	322,541	328,992	335,572	342,284	349,129	
Services and Other Operating Expenditures	3,299,357	3,196,194	3,204,328	3,281,020	3,326,998	3,388,378	
Depreciation	41,354	41,294	41,294	41,294	38,839	38,348	
Other Outflows & Amortization	-	-	-	-	-	-	
Total Expenses	**11,164,742**	**10,010,917**	**10,161,484**	**10,381,395**	**10,587,779**	**10,815,675**	
Net Income	**(639,614)**	**122,881**	**(28,763)**	**251,286**	**339,787**	**112,025**	
Fund Balance							
Beginning Balance (Unaudited)	16,516,452	15,876,838	15,999,718	15,970,955	16,222,241	16,562,028	
Audit Adjustment							
Beginning Balance (Audited)	16,516,452	15,876,838	15,999,718	15,970,955	16,222,241	16,562,028	
Net Income	(639,614)	122,881	(28,763)	251,286	339,787	112,025	
Ending Fund Balance	**15,876,838**	**15,999,718**	**15,970,955**	**16,222,241**	**16,562,028**	**16,674,053**	
Total Revenue Per ADA	23,867	22,979	22,977	23,014	23,653	23,653	
Total Expenses Per ADA	25,317	22,700	23,042	22,471	22,917	23,411	
Net Income Per ADA	(1,450)	279	(65)	544	735	242	
Fund Balance as a % of Expenses	142%	160%	157%	156%	156%	154%	

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

Key Assumptions	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
Enrollment Breakdown							
9	464	464	464	489	489	489	
10	31	31	31	31	31	31	
11	4	4	4	4	4	4	
12	26	26	26	26	26	26	
Total Enrolled	**525**	**525**	**525**	**550**	**550**	**550**	
ADA %							
9-12	84.0%	84.0%	84.0%	84.0%	84.0%	84.0%	
Average ADA %	**84.0%**	**84.0%**	**84.0%**	**84.0%**	**84.0%**	**84.0%**	
ADA							
9-12	441	441	441	462	462	462	
Total ADA	**441**	**441**	**441**	**462**	**462**	**462**	

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
REVENUE								
LCFF Entitlement								
8011	Charter Schools General Purpose Entitlement - State Aid	4,199,785	4,393,586	4,621,651	5,081,402	5,322,587	5,322,721	
8012	Education Protection Account Entitlement	1,288,061	1,326,960	1,372,343	1,485,280	1,533,404	1,533,404	
8096	Charter Schools in Lieu of Property Taxes	2,265,911	2,265,911	2,265,911	2,373,811	2,373,811	2,373,811	
	SUBTOTAL - LCFF Entitlement	**7,753,757**	**7,986,457**	**8,259,905**	**8,940,494**	**9,229,802**	**9,229,936**	
Federal Revenue								
8181	Special Education - Entitlement	95,410	60,900	76,125	76,125	79,750	79,750	
8296	Other Federal Revenue	338,164	(10,900)	(76,125)	(76,125)	(79,750)	(79,750)	CSI, offset by transfer of SPED funding ($60K)
8297	PY Federal - Not Accrued	22,941	-	-	-	-	-	
	SUBTOTAL - Federal Revenue	**456,515**	**50,000**	**-**	**-**	**-**	**-**	
Other State Revenue								
8381	Special Education - Entitlement (State	517,423	517,423	404,631	423,899	423,899	423,899	Confirmed against EDCOE 3/20 (including growth)
8382	Special Education Reimbursement (State	(517,423)	(517,423)	(404,631)	(423,899)	(423,899)	(423,899)	Transfer to AFL
8550	Mandated Cost Reimbursements	32,826	26,446	27,350	28,256	30,560	30,560	
8560	State Lottery Revenue	125,285	125,285	125,285	131,251	131,251	131,251	
8590	All Other State Revenue	1,891,849	1,768,292	1,529,236	1,341,736	1,341,736	1,341,736	Equity Multiplier, Community Schools Partnership and SPED Mental Health
8591	Prop 28 Arts & Music in Schools	141,998	54,421	68,048	68,048	71,320	71,320	
	SUBTOTAL - Other State Revenue	**2,191,959**	**1,974,444**	**1,749,919**	**1,569,290**	**1,574,867**	**1,574,867**	
Local Revenue								
8632	Sale of Publications	40,000	40,000	40,000	40,000	40,000	40,000	
8636	Uniforms	1,600	1,600	1,600	1,600	1,600	1,600	
8660	Interest	13,000	13,000	13,000	13,000	13,000	13,000	
8672	Pre School Revenue	6,000	6,000	6,000	6,000	6,000	6,000	
8693	Field Trips	797	797	797	797	797	797	
8699	All Other Local Revenue	25,000	25,000	25,000	25,000	25,000	25,000	
8702	Student Activities Fund	6,000	6,000	6,000	6,000	6,000	6,000	
	SUBTOTAL - Local Revenue	**92,397**	**92,397**	**92,397**	**92,397**	**92,397**	**92,397**	
Fundraising and Grants								
8802	Donations - Private	10,000	10,000	10,000	10,000	10,000	10,000	
8803	Fundraising	20,000	20,000	20,000	20,000	20,000	20,000	
8850	Donations - temporarily restricted	500	500	500	500	500	500	
	SUBTOTAL - Fundraising and Grants	**30,500**	**30,500**	**30,500**	**30,500**	**30,500**	**30,500**	
TOTAL REVENUE		**10,525,128**	**10,133,798**	**10,132,721**	**10,632,681**	**10,927,566**	**10,927,700**	

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
EXPENSES								
Compensation & Benefits								
Certificated Salaries								
1100	Teachers Salaries	1,631,396	1,571,880	1,639,317	1,672,104	1,705,546	1,739,657	
1148	Teacher - Special Ed	34,546	-	-	-	-	-	
1300	Certificated Supervisor & Administrator Salaries	475,028	413,511	421,781	430,217	438,821	447,598	
1920	Other Cert - Summer	16,604	16,936	17,275	17,620	17,972	18,332	
	SUBTOTAL - Certificated Salaries	**2,157,573**	**2,002,327**	**2,078,373**	**2,119,941**	**2,162,339**	**2,205,586**	
Classified Salaries								
2100	Classified - Paraprofessionals, Teacher Assts. Teacher Aides	577,639	143,349	146,216	149,140	152,123	155,166	
2300	Classified Supervisor & Administrator Salaries	705,116	701,475	715,504	729,814	744,411	759,299	
2400	Classified Clerical & Office Salaries	53,157	74,154	75,637	77,150	78,693	80,267	
2401	Classified - Clerical & Office Hourly	787,731	776,499	755,069	770,171	785,574	801,286	
2904	Other Classified - Security/yard duty	171,491	174,920	178,419	181,987	185,627	189,339	
2925	Other Classified - Childcare	651,986	562,475	573,724	585,199	596,903	608,841	
2930	Other Classified - Maintenance/grounds	120,383	122,790	125,246	127,751	130,306	132,912	
2940	Other Classified - Summer	40,812	41,628	42,461	43,310	44,176	45,060	
	SUBTOTAL - Classified Salaries	**3,108,315**	**2,597,291**	**2,612,277**	**2,664,522**	**2,717,813**	**2,772,169**	
Employee Benefits								
3100	STRS	515,198	406,589	421,597	430,029	438,630	447,402	
3300	OASDI-Medicare-Alternative	78,009	69,323	70,696	72,110	73,552	75,023	
3400	Health & Welfare Benefits	1,305,194	1,056,060	1,082,461	1,109,523	1,153,903	1,200,060	
3500	Unemployment Insurance	41,564	25,854	25,860	25,867	25,873	25,880	
3600	Workers Comp Insurance	57,925	50,596	51,597	52,629	53,682	54,755	
3900	Other Employee Benefits	254,184	242,848	244,009	248,889	253,867	258,944	
	SUBTOTAL - Employee Benefits	**2,252,074**	**1,851,270**	**1,896,220**	**1,939,046**	**1,999,506**	**2,062,064**	
Books & Supplies								
4205	Side by Side Books	40,000	40,800	41,616	42,448	43,297	44,163	Offset by sale of publications line item
4315	Custodial Supplies	5,412	5,520	5,631	5,743	5,858	5,975	Based on current year trend
4325	Instructional Materials & Supplies	60,000	61,200	62,424	63,672	64,946	66,245	
4326	Art & Music Supplies	77,406	78,954	80,533	82,144	83,786	85,462	Prop 28 Arts Music placeholder
4330	Office Supplies	21,224	32,000	32,640	33,293	33,959	34,638	Based on current forecast with 2% COLA increase each year
4410	Classroom Furniture, Equipment & Supplies	20,000	20,400	20,808	21,224	21,649	22,082	Camera bundles, shade structure furniture
4420	Computers: individual items less than $5k	25,500	26,010	26,530	27,061	27,602	28,154	
4430	Non Classroom Related Furniture, Equipment & Supplies	11,102	11,324	11,551	11,782	12,017	12,258	
4710	Student Food Services	23,460	23,929	24,408	24,896	25,394	25,902	
4720	Other Food	21,965	22,404	22,852	23,309	23,775	24,251	
	SUBTOTAL - Books and Supplies	**306,069**	**322,541**	**328,992**	**335,572**	**342,284**	**349,129**	
Services & Other Operating Expenses								
5210	Conference Fees	10,000	10,200	10,404	10,612	10,824	11,041	
5215	Travel - Mileage, Parking, Tolls	2,650	2,703	2,757	2,812	2,868	2,926	
5220	Travel and Lodging	10,000	10,200	10,404	10,612	10,824	11,041	
5305	Dues & Membership - Professional	28,000	28,560	29,131	29,714	30,308	30,914	
5450	Insurance - Other	187,985	191,744	195,579	199,491	203,481	207,550	Based on current rates with 2% increase each year
5510	Utilities - Gas and Electric	134,640	137,333	140,079	142,881	145,739	148,653	Based on PY spending with 2% COLA each year

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
5515	Janitorial, Gardening Services & Supplies	104,040	106,121	108,243	110,408	112,616	114,869	Based on PY spending with 2% COLA each year
5520	Security	15,300	15,606	15,918	16,236	16,561	16,892	
5525	Utilities - Waste	32,867	33,525	34,195	34,879	35,577	36,288	
5530	Utilities - Water	25,500	26,010	26,530	27,061	27,602	28,154	
5535	Utilities - All Utilities	115,000	117,300	119,646	122,039	124,480	126,969	Based on PY spending with 2% COLA each year
5605	Equipment Leases	16,561	16,892	17,230	17,575	17,926	18,285	
5611	Defered Rent & Ground Lease (i.e. building, land)	996,076	998,564	1,001,103	1,003,692	1,006,333	1,026,460	
5615	Repairs and Maintenance - Building	29,000	29,580	30,172	30,775	31,391	32,018	
5616	Repairs and Maintenance - Computers	5,412	5,520	5,631	5,743	5,858	5,975	
5617	Repairs and Maintenance - Other Equipment	2,748	2,803	2,859	2,916	2,974	3,034	
5803	Accounting Fees	36,414	37,142	37,885	38,643	39,416	40,204	
5809	Banking Fees	529	540	550	561	573	584	
5812	Business Services	165,750	165,750	165,750	165,750	165,750	165,750	Based on existing service contracts
5820	Consultants - CTC	160,000	163,200	166,464	169,793	173,189	176,653	
5824	District Oversight Fees	77,538	79,865	82,599	89,405	92,298	92,299	
5827	Consultants - Leadership Development	35,000	35,700	36,414	37,142	37,885	38,643	Based on PY Spending
5828	Consultants - Administrative	170,600	201,300	196,146	200,069	204,070	208,152	Based on existing agreements
5830	Field Trips Expenses	42,148	42,991	43,851	44,728	45,623	46,535	
5833	Fines and Penalties	580	592	603	615	628	640	
5836	Fingerprinting	3,641	3,714	3,789	3,864	3,942	4,020	
5839	Fundraising Expenses	20,400	20,808	21,224	21,649	22,082	22,523	CTE grant writing
5845	Legal Fees	180,000	100,000	90,000	120,000	122,400	124,848	Legal Fees expected to be reduce in subsequennt years
5848	Licenses and Other Fees	14,640	14,933	15,231	15,536	15,847	16,164	
5851	Marketing and Student Recruiting	42,354	43,202	44,066	44,947	45,846	46,763	
5854	Consultants - Teacher induction	16,026	16,347	16,674	17,007	17,347	17,694	Based on PY spending with 2% COLA each year
5855	Consultants - E-Rate	32,473	33,122	33,785	34,461	35,150	35,853	
5857	Payroll Fees	9,009	9,189	9,373	9,561	9,752	9,947	
5860	Printing and Reproduction	10,404	10,612	10,824	11,041	11,262	11,487	
5861	Prior Yr Exp (not accrued	113,106	-	-	-	-	-	
5863	Professional Development	50,000	51,000	47,020	47,960	48,920	49,898	Addt. PD for SEL workshops; credentialling support
5866	Lidia Reguerin Fellowship	16,026	16,347	16,674	17,007	17,347	17,694	Reguerin Fellowship
5875	Staff Recruiting	15,606	15,918	16,236	16,561	16,892	17,230	
5877	Student Activities	88,740	90,515	82,325	83,972	85,651	87,364	
5878	Student Assessment	51,816	52,852	53,909	54,988	56,087	57,209	
5881	Student Information System	62,424	63,672	64,946	66,245	67,570	68,921	
5884	Substitutes	32,473	33,122	33,785	34,461	35,150	35,853	
5887	Technology Services	32,252	32,897	33,555	34,227	34,911	35,609	
5893	Transportation - Student	26,851	27,388	27,935	28,494	29,064	29,645	
5905	Communications - Cell Phones	50,400	51,408	52,436	53,485	54,555	55,646	Based on current plans with COLA increase of 2% each year
5910	Communications - Internet / Website Fees	5,000	27,602	28,154	28,717	29,291	29,877	
5915	Postage and Delivery	5,610	5,722	5,837	5,954	6,073	6,194	
5920	Communications - Telephone & Fax	15,766	16,082	16,403	16,731	17,066	17,407	Based on current plans with COLA increase of 2% each year
	SUBTOTAL - Services & Other Operating Exp.	**3,299,357**	**3,196,194**	**3,204,328**	**3,281,020**	**3,326,998**	**3,388,378**	
Depreciation Expense								
6900	Depreciation	41,354	41,294	41,294	41,294	38,839	38,348	Based on existing fixed Asset schedules
	SUBTOTAL - Depreciation Expense	**41,354**	**41,294**	**41,294**	**41,294**	**38,839**	**38,348**	
Other Outflows & Amortization								
	SUBTOTAL - Other Outflows & Amortization	**-**	**-**	**-**	**-**	**-**	**-**	
TOTAL EXPENSES		**11,164,742**	**10,010,917**	**10,161,484**	**10,381,395**	**10,587,779**	**10,815,675**	

Escuela Popular-CTC
Monthly Cash Forecast
As of Oct FY2026

	2025-26 Actuals & Forecast													
	Jul Actuals	**Aug** Actuals	**Sep** Actuals	**Oct** Actuals	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**8,575,832**	**8,315,245**	**8,056,329**	**8,429,730**	**8,894,117**	**7,925,617**	**8,511,294**	**8,495,155**	**8,299,151**	**8,158,395**	**7,857,167**	**7,569,918**		
REVENUE														
LCFF Entitlement	266,577	266,577	901,088	1,233,199	711,643	1,132,891	711,642	485,290	572,147	351,043	351,043	673,059	7,753,757	97,556
Federal Revenue	-	-	-	34,396	(24,837)	162,323	1,912	1,912	1,912	49,617	1,912	179,665	456,515	47,705
Other State Revenue	35,122	36,084	334,951	197,368	169,940	204,716	171,890	212,089	174,217	174,217	214,416	174,217	2,191,959	92,734
Other Local Revenue	1,503	6,449	5,231	4,362	7,214	9,662	9,662	9,662	9,662	9,662	9,662	9,662	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**303,202**	**313,771**	**1,242,106**	**1,469,556**	**869,780**	**1,509,593**	**904,167**	**709,754**	**760,906**	**587,499**	**579,368**	**1,036,931**	**10,525,128**	**238,495**
EXPENSES														
Certificated Salaries	78,398	215,037	228,235	181,827	146,933	191,696	185,908	185,908	185,908	185,908	185,908	185,908	2,157,573	-
Classified Salaries	201,793	205,917	239,643	328,831	175,493	290,044	289,443	289,443	281,705	281,705	262,148	262,148	3,108,315	-
Employee Benefits	138,353	273,623	179,630	298,027	144,368	191,296	206,658	192,110	191,101	183,592	181,041	72,275	2,252,074	-
Books & Supplies	14,440	40,933	26,344	8,613	33,298	18,648	14,398	14,398	14,398	14,398	14,398	14,398	306,069	77,406
Services & Other Operating Expenses	227,575	212,160	321,635	185,709	438,423	279,443	271,110	271,110	275,762	270,334	270,334	270,334	3,299,357	5,428
Capital Outlay & Depreciation	-	-	-	-	17,231	3,446	3,446	3,446	3,446	3,446	3,446	3,446	41,354	-
Other Outflows	-	-	-	3,601	(3,601)	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**660,559**	**947,671**	**995,486**	**1,006,608**	**952,145**	**974,573**	**970,963**	**956,416**	**952,320**	**939,384**	**917,275**	**808,509**	**11,164,742**	**82,833**
Operating Cash Inflow (Outflow)	**(357,357)**	**(633,900)**	**246,619**	**462,948**	**(82,365)**	**535,020**	**(66,796)**	**(246,661)**	**(191,414)**	**(351,885)**	**(337,907)**	**228,423**	**(639,614)**	**155,662**
Accounts Receivable	193,060	362,808	-	91,043	327,635	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	36,478	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	-	-	-	-	17,231	3,446	3,446	3,446	3,446	3,446	3,446	3,446		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(38,162)	(16,036)	99,233	(112,319)	29,110	-	-	-	-	-	-	-		
Other Current Liabilities	1,519	11,959	7,798	3,334	(1,260,111)	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	(96,126)	16,253	19,750	19,382	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**8,315,245**	**8,056,329**	**8,429,730**	**8,894,117**	**7,925,617**	**8,511,294**	**8,495,155**	**8,299,151**	**8,158,395**	**7,857,167**	**7,569,918**	**7,848,998**		

Escuela Popular-CTC
Monthly Cash Forecast
As of Oct FY2026

	2026-27 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**7,848,998**	**4,580,303**	**4,410,589**	**4,724,083**	**4,664,658**	**4,594,305**	**4,883,353**	**4,840,665**	**4,830,086**	**5,272,707**	**5,247,592**	**5,222,723**		
REVENUE														
LCFF Entitlement	219,679	355,634	989,347	576,696	576,696	898,711	576,696	576,696	1,063,840	554,036	554,036	885,777	7,986,457	158,614
Federal Revenue	-	-	-	-	-	(5,171)	-	-	-	30,450	-	(5,729)	50,000	30,450
Other State Revenue	108,774	134,645	134,645	155,342	155,342	181,788	155,342	186,663	155,342	155,342	186,663	155,342	1,974,444	109,211
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**328,453**	**494,940**	**1,134,068**	**741,508**	**747,098**	**1,084,568**	**750,339**	**773,399**	**1,231,390**	**752,028**	**752,274**	**1,044,958**	**10,133,798**	**298,774**
EXPENSES														
Certificated Salaries	72,034	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	2,002,327	-
Classified Salaries	176,593	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	2,597,291	-
Employee Benefits	225,696	156,133	163,890	156,133	154,841	154,841	165,182	156,133	156,133	150,097	150,097	62,092	1,851,270	-
Books & Supplies	4,335	6,273	34,824	26,132	43,944	22,013	17,678	17,678	17,678	17,678	17,678	17,678	322,541	78,954
Services & Other Operating Expenses	263,944	268,736	273,528	270,333	270,333	270,333	261,833	261,833	266,625	261,035	261,035	261,035	3,196,194	5,591
Capital Outlay & Depreciation	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	41,294	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**746,044**	**830,128**	**871,227**	**851,585**	**868,104**	**846,173**	**843,679**	**834,630**	**839,422**	**827,796**	**827,796**	**739,791**	**10,010,917**	**84,544**
Operating Cash Inflow (Outflow)	**(417,590)**	**(335,188)**	**262,841**	**(110,077)**	**(121,006)**	**238,396**	**(93,340)**	**(61,231)**	**391,968**	**(75,768)**	**(75,521)**	**305,168**	**122,881**	**214,230**
Accounts Receivable	118,246	120,249	-	-	-	-	-	-	-	-	-	-		
Investments	302,253	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	7,881,916	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441		
Other Assets	30,000	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	35,097	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(30,194)	41,784	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	(11,191,864)	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**4,580,303**	**4,410,589**	**4,724,083**	**4,664,658**	**4,594,305**	**4,883,353**	**4,840,665**	**4,830,086**	**5,272,707**	**5,247,592**	**5,222,723**	**5,578,543**		

Escuela Popular-CTC
Monthly Cash Forecast
As of Oct FY2026

	2027-28 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**5,578,543**	**5,236,149**	**5,125,857**	**5,447,110**	**5,386,006**	**5,313,616**	**5,569,338**	**5,524,474**	**5,511,721**	**5,944,032**	**5,901,919**	**5,852,439**		
REVENUE														
LCFF Entitlement	231,083	367,037	1,019,598	597,221	597,221	928,962	597,221	597,221	1,098,953	574,562	574,562	917,648	8,259,905	158,614
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	38,063	-	(52,667)	-	62,133
Other State Revenue	99,388	125,259	125,259	145,956	145,956	173,306	145,956	177,277	123,397	123,397	154,719	123,397	1,749,919	86,652
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**330,470**	**496,957**	**1,154,932**	**752,647**	**758,237**	**1,063,979**	**761,478**	**784,539**	**1,234,558**	**748,221**	**740,855**	**997,948**	**10,132,721**	**307,898**
EXPENSES														
Certificated Salaries	73,474	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	2,078,373	-
Classified Salaries	177,045	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	2,612,277	-
Employee Benefits	230,708	159,990	167,748	159,990	158,697	158,697	169,041	159,990	159,990	153,859	153,859	63,654	1,896,220	-
Books & Supplies	4,422	6,399	35,520	26,655	44,823	22,453	18,031	18,031	18,031	18,031	18,031	18,031	328,992	80,533
Services & Other Operating Expenses	264,062	269,018	273,974	270,670	270,670	270,670	262,834	262,834	267,790	262,008	262,008	262,008	3,204,328	5,782
Capital Outlay & Depreciation	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	41,294	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**753,153**	**842,496**	**884,331**	**864,404**	**881,279**	**858,909**	**856,995**	**847,944**	**852,900**	**840,988**	**840,988**	**750,783**	**10,161,484**	**86,315**
Operating Cash Inflow (Outflow)	**(422,682)**	**(345,539)**	**270,601**	**(111,757)**	**(123,042)**	**205,070**	**(95,517)**	**(63,405)**	**381,659**	**(92,766)**	**(100,132)**	**247,165**	**(28,763)**	**221,584**
Accounts Receivable	108,589	190,185	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(31,743)	41,621	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**5,236,149**	**5,125,857**	**5,447,110**	**5,386,006**	**5,313,616**	**5,569,338**	**5,524,474**	**5,511,721**	**5,944,032**	**5,901,919**	**5,852,439**	**6,150,256**		

Escuela Popular-CTC
Monthly Cash Forecast
As of Oct FY2026

	2028-29 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**6,150,256**	**5,769,053**	**5,629,002**	**5,940,191**	**5,853,617**	**5,755,394**	**5,997,982**	**5,927,974**	**5,936,275**	**6,513,622**	**6,537,123**	**6,553,257**		
REVENUE														
LCFF Entitlement	242,521	378,476	1,051,534	617,812	617,812	960,897	617,812	664,006	1,263,716	659,330	659,330	1,030,650	8,940,494	176,597
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	38,063	-	(52,667)	-	62,133
Other State Revenue	82,157	102,389	102,389	118,574	118,574	146,829	118,574	149,895	122,427	122,427	153,749	122,427	1,569,290	108,879
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**324,679**	**485,526**	**1,163,998**	**745,855**	**751,445**	**1,069,438**	**754,686**	**823,941**	**1,398,352**	**832,019**	**824,653**	**1,109,980**	**10,632,681**	**348,109**
EXPENSES														
Certificated Salaries	74,944	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	2,119,941	-
Classified Salaries	180,586	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	2,664,522	-
Employee Benefits	236,199	163,615	171,375	163,615	162,321	162,321	172,668	163,615	163,615	157,388	157,388	64,927	1,939,046	-
Books & Supplies	4,510	6,527	36,231	27,188	45,719	22,902	18,392	18,392	18,392	18,392	18,392	18,392	335,572	82,144
Services & Other Operating Expenses	269,965	275,329	280,693	277,117	277,117	277,117	269,124	269,124	274,488	268,230	268,230	268,230	3,281,020	6,258
Capital Outlay & Depreciation	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	41,294	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**769,644**	**860,633**	**903,461**	**883,082**	**900,320**	**877,503**	**875,346**	**866,293**	**871,657**	**859,171**	**859,171**	**766,711**	**10,381,395**	**88,402**
Operating Cash Inflow (Outflow)	**(444,966)**	**(375,107)**	**260,537**	**(137,227)**	**(148,875)**	**191,935**	**(120,660)**	**(42,351)**	**526,695**	**(27,152)**	**(34,518)**	**343,269**	**251,286**	**259,707**
Accounts Receivable	93,643	190,185	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(33,322)	41,429	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**5,769,053**	**5,629,002**	**5,940,191**	**5,853,617**	**5,755,394**	**5,997,982**	**5,927,974**	**5,936,275**	**6,513,622**	**6,537,123**	**6,553,257**	**6,947,179**		

Escuela Popular-CTC
Monthly Cash Forecast
As of Oct FY2026

	2029-30 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**6,947,179**	**6,590,222**	**6,484,674**	**6,862,701**	**6,811,484**	**6,748,248**	**7,056,817**	**7,022,501**	**7,021,792**	**7,534,741**	**7,526,764**	**7,511,100**		
REVENUE														
LCFF Entitlement	266,129	408,558	1,135,210	668,938	668,938	1,040,258	668,938	668,938	1,218,779	645,200	645,200	1,028,551	9,229,802	166,167
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	39,875	-	(52,667)	-	60,320
Other State Revenue	82,430	103,625	103,625	120,581	120,581	151,141	120,581	153,393	120,581	120,581	153,393	120,581	1,574,867	103,776
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**348,559**	**516,844**	**1,248,910**	**798,988**	**804,578**	**1,153,110**	**807,819**	**832,371**	**1,351,567**	**817,854**	**810,167**	**1,106,033**	**10,927,566**	**330,763**
EXPENSES														
Certificated Salaries	76,443	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	2,162,339	-
Classified Salaries	184,198	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	2,717,813	-
Employee Benefits	244,595	168,711	176,473	168,711	167,417	167,417	177,766	168,711	168,711	162,384	162,384	66,226	1,999,506	-
Books & Supplies	4,600	6,657	36,955	27,732	46,634	23,360	18,760	18,760	18,760	18,760	18,760	18,760	342,284	83,786
Services & Other Operating Expenses	273,635	279,173	284,711	281,019	281,019	281,019	272,866	272,866	278,403	271,943	271,943	271,943	3,326,998	6,461
Capital Outlay & Depreciation	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	38,839	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**786,708**	**877,733**	**921,331**	**900,654**	**918,262**	**894,988**	**892,584**	**883,528**	**889,066**	**876,279**	**876,279**	**780,120**	**10,587,779**	**90,247**
Operating Cash Inflow (Outflow)	**(438,149)**	**(360,889)**	**327,580**	**(101,665)**	**(113,684)**	**258,122**	**(84,765)**	**(51,157)**	**462,501**	**(58,425)**	**(66,112)**	**325,913**	**339,787**	**240,516**
Accounts Receivable	112,887	211,151	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(34,932)	40,953	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**6,590,222**	**6,484,674**	**6,862,701**	**6,811,484**	**6,748,248**	**7,056,817**	**7,022,501**	**7,021,792**	**7,534,741**	**7,526,764**	**7,511,100**	**7,887,461**		

Escuela Popular-CTC
Monthly Cash Forecast
As of Oct FY2026

	2030-31 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**7,887,461**	**7,507,856**	**7,371,189**	**7,741,651**	**7,671,023**	**7,588,000**	**7,889,278**	**7,835,891**	**7,816,115**	**8,285,935**	**8,258,991**	**8,224,361**		
REVENUE														
LCFF Entitlement	266,136	408,565	1,147,253	668,950	668,950	1,052,301	668,950	668,950	1,194,729	645,212	645,212	1,028,563	9,229,936	166,167
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	39,875	-	(52,667)	-	60,320
Other State Revenue	82,430	103,625	103,625	120,581	120,581	151,141	120,581	153,393	120,581	120,581	153,393	120,581	1,574,867	103,776
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**348,566**	**516,850**	**1,260,953**	**799,000**	**804,590**	**1,165,153**	**807,831**	**832,384**	**1,327,518**	**817,866**	**810,179**	**1,106,046**	**10,927,700**	**330,763**
EXPENSES														
Certificated Salaries	77,972	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	2,205,586	-
Classified Salaries	187,881	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	2,772,169	-
Employee Benefits	253,308	173,983	181,746	173,983	172,689	172,689	183,040	173,983	173,983	167,555	167,555	67,550	2,062,064	-
Books & Supplies	4,692	6,790	37,694	28,286	47,567	23,827	19,135	19,135	19,135	19,135	19,135	19,135	349,129	85,462
Services & Other Operating Expenses	278,831	284,369	289,907	286,215	286,215	286,215	277,899	277,899	283,437	276,976	276,976	276,976	3,388,378	6,461
Capital Outlay & Depreciation	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	38,348	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**805,881**	**896,693**	**940,898**	**920,035**	**938,021**	**914,282**	**911,625**	**902,567**	**908,105**	**895,217**	**895,217**	**795,212**	**10,815,675**	**91,923**
Operating Cash Inflow (Outflow)	**(457,315)**	**(379,842)**	**320,055**	**(121,035)**	**(133,431)**	**250,871**	**(103,794)**	**(70,184)**	**419,413**	**(77,350)**	**(85,037)**	**310,834**	**112,025**	**238,840**
Accounts Receivable	111,089	199,230	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(36,575)	40,750	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**7,507,856**	**7,371,189**	**7,741,651**	**7,671,023**	**7,588,000**	**7,889,278**	**7,835,891**	**7,816,115**	**8,285,935**	**8,258,991**	**8,224,361**	**8,585,602**		

Escuela Popular-CTC

2025-26

As of Oct FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Driver/ Rate Type
Revenues and related expenses							
Statewide LCFF Assumptions							
LCFF COLA	2.30%	3.02%	3.42%	3.31%	3.24%	0.00%	
TK-3 LCFF Base	10,256	10,566	10,927	11,289	11,655	11,655	
4-6 LCFF Base	10,411	10,725	11,092	11,459	11,830	11,830	
7-8 LCFF Base	10,719	11,043	11,421	11,799	12,181	12,181	
9-12 LCFF Base	12,423	12,798	13,236	13,674	14,117	14,117	
TK-3 Gr Span Adj	1,067	1,099	1,136	1,174	1,212	1,212	
9-12 Gr Span Adj	323	333	344	356	367	367	
School LCFF Assumptions							
LCFF per ADA	17,582	18,110	18,730	19,352	19,978	19,978	
ILPT per ADA	5,138	5,138	5,138	5,138	5,138	5,138	
Supplemental & Concentration Funding	2,132,771	2,195,686	2,271,125	2,458,634	2,538,194	2,538,328	
Unduplicated Pupil % (3 year avg)	99.69%	99.56%	99.59%	99.63%	99.63%	99.64%	
District UPP	82.70%	82.70%	82.70%	82.70%	82.70%	82.70%	
Other Federal and State Revenues							
EDCOE SELPA Federal Rate	145.00	145.00	145.00	145.00	145.00	145.00	Prior Year Enrollment
EDCOE SELPA State Rate	917.53	917.53	917.53	917.53	917.53	917.53	ADA
LAUSD SPED Federal Rate	257.83	257.83	257.83	257.83	257.83	257.83	ADA
LAUSD SPED State Rate	928.13	928.13	928.13	928.13	928.13	928.13	ADA
Other SELPA Fed	92,285	92,284.50	92,284.50	92,284.50	92,284.50	92,284.50	Flat Rate (R)
Other SELPA State	267,480	267,480.46	267,480.46	267,480.46	267,480.46	267,480.46	Flat Rate (R)
SPED Mental Health State Rate	83	83.31	83.31	83.31	83.31	83.31	
Mandated Cost Reimbursements: K-8	20.52	21.14	21.86	22.59	23.32	23.32	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	58.21	59.97	62.02	64.07	66.15	66.15	Prior Year Enrollment
One Time Funding	0.00	0.00	0.00	0.00	0.00	0.00	Prior Year Enrollment
State Lottery Unrestricted	190.00	190.00	190.00	190.00	190.00	190.00	P-A ADA
State Lottery Restricted	82.00	82.00	82.00	82.00	82.00	82.00	P-A ADA
Absence Factor	1.04	1.04	1.04	1.04	1.04	1.04	Multiplier to state lottery rates
SB740 maximum per ADA	1,468.96	1,513.32	1,565.08	1,616.88	1,669.27	1,669.27	ADA
SB740 Lease & ADA Default Proration	85%	85%	85%	85%	85%	85%	

Escuela Popular-CTC

2025-26

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	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Driver/ Rate Type
SB740 Other Costs Default Proration	0%	0%	0%	0%	0%	0%	
ELOP Rate 1	2,750	2,750	2,750	2,750	2,750	2,750	
ELOP Rate 2	1,280	1,575	1,575	1,575	1,575	1,575	
AMS Enrollment Rate	124	124	124	124	124	124	
AMS FRPM Rate	84	84	84	84	84	84	
Fees							
Authorizer Fees	1.00%	1.00%					% of LCFF
Special Education Encroachment Fees	0.00	0.00					
Payroll							
Annual Pay Increase							
Teacher		2.00%	2.00%	2.00%	2.00%	2.00%	
Other Certificated		2.00%	2.00%	2.00%	2.00%	2.00%	
Classified		2.00%	2.00%	2.00%	2.00%	2.00%	
Benefits							
STRS	19.10%	19.10%	19.10%	19.10%	19.10%	19.10%	% of eligible payroll
PERS	26.81%	26.90%	27.80%	27.40%	27.40%	27.40%	% of eligible payroll
PARS	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	% of eligible payroll
Other Retirement 1	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	% of eligible payroll
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	% of total payroll
Health & Welfare Benefits							Annual rate per employee
Yes	$19,240	$19,721	$20,214	$20,719	$21,548	$22,410	
H&W average annual increase	4.00%	2.50%	2.50%	2.50%	4.00%	4.00%	
In Lieu Medical Stipend	$0	$0	$0	$0	$0	$0	Annual stipend
SUTA %	5.20%	5.20%	5.20%	5.20%	5.20%	5.20%	% of eligible payroll
SUTA Tax Base	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	
ETT (part of SUTA)	$7	$7	$7	$7	$7	$7	Annual rate per employee
Workers Comp	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	% of total payroll

LCFF Calculator Caveats

v.26.2 **8/1/2025**

Every effort was made to make the calculator as accurate as possible. However, because the calculator is based on estimates and assumptions, actual Local Control Funding Formula (LCFF) funding may differ from the amounts generated by the calculator. In some cases, LEA-specific and unique complexities that exist for a small percentage of local educational agencies (LEAs) may result in errors. Every unique situation is not modeled in the calculator, and **the calculator may not be useful for all LEAs**.

The following bullets highlight these assumptions, and some of the unique situations and known issues that could be identified.

General	The calculator is based on the LCFF statute as currently written, unless otherwise noted in these caveats. In some cases there may be differences in rounding +/- $1.
	The calculator includes cost of living adjustments (COLA) and if applicable proration factors as estimated by the Department of Finance (DOF).
	The calculator prepopulates with certified data provided by the California Department of Education (CDE) for the calculation of principal apportionment. Users should independently verify prefilled data, and should make adjustments as needed if revisions have been filed.
	The Education Protection Account (EPA) proportionate share percentage is based on estimates released by the CDE that may not yet be finalized. Therefore, the percentage may change from what is shown in the calculator through final calculation in February of the following fiscal year.
	EPA revenue in the 2021-22 fiscal year increased to an unprecedented level of funding which necessitated changes to the calculation. Pursuant to Section 112 of AB 181 (Chapter 52, Statutes of 2022), the 2012-13 Revenue Limit rates for school districts and charter schools were adjusted to reflect statutory COLA increases from 2013-14 through 2021-22. These rates will continue to receive COLA adjustments moving forward.
NEW 2024-25	On the Data Entry tab, there are three new columns that include an additional three years of historical data for local educational agencies. These columns do not create calculations for these years, but may impact the three prior year calculations (PY3, PY2). Districts can use these to enter in audit adjustments or other necessary adjustments from reorganizations or mergers to their attendance, enrollment, unduplicated pupil counts, or charter shift increases or decreases.
Charter School Calculations	
	The calculator is not designed to directly calculate budget estimates for all-charter school districts because of the unique options selected at the time the district converted. It is recommended all-charter school districts contact the CDE to determine the best method for estimating LCFF revenues.
	Charter schools that are funded under different funding methodologies due to their pupil population are not included as a single scenario within the calculator. These schools are mainly those authorized by a county board of education.
	The calculator is designed for a district to calculate the in lieu taxes and, as such, charter schools should contact their sponsoring authority for in lieu tax amounts to ensure accuracy.
	The calculator **does not** take into account the following: -District reorganizations that include a charter school(s) newly authorized by one or more districts affected by the reorganization. -Charter schools that operated in the prior year but have been reauthorized by a different agency in the current year and have not been certified within the PASE system.
NEW 2025-26	-The LCFF fire recovery protections for charter schools included in Education Code 46392(g). For specified charter schools that were damaged, destroyed, or directly impacted as a result of a state of emergency that was declared by the Governor in January 2025.

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If any of these situations apply, we recommend working with the CDE and FCMAT to determine if the calculator can be adapted.

School District Calculations

2019-20 certified ADA was adjusted after the R3 certification cycle for school districts that were the sponsoring LEA of a charter school that discontinued operation by the end of 2019-20. This ADA adjustment was only made to accommodate an accurate calculation of the three prior-year average (PY1 2021-22. PY2 2020-21, PY3 2019-20) commencing with the 2022-23 fiscal year.

For districts with **necessary small schools** (NSS), the calculator models different combinations of NSS and regular ADA to determine the overall maximum funding available. Districts with necessary small schools should refer to the Instructions tab. Districts are encouraged to independently select their funding options and evaluate the results to determine which funding method they will elect to follow.

The calculator does not take into account the following funding adjustments for **basic aid school districts**:

Basic Aid Choice
Basic Aid Court-Ordered Voluntary Pupil Transfer
Basic Aid Open Enrollment
Basic Aid Supplement Charter School Adjustment

NEW 2025-26

The calculator does not include the LCFF fire recovery protections for LEAs included in the 2025-26 Education Trailer Bill. A basic aid school district in Los Angeles County that loses local property tax revenue due to the Eaton and Palisades fires in January 2025 will be reimbursed from the state General Fund for losses in the 2024-25 and 2025-26 fiscal years. The reimbursement will follow a schedule submitted by the county and distributed by the state controller no later than September 30, 2025.

NEW 2025-26

The calculator accounts for the impact of district reorganizations that have been certified by the CDE via the PASE system to support more accurate projections. **Historical year projections may not align with CDE exhibits for those years**. To reconcile historical year calculations to CDE's LCFF Calculation exhibits, manual adjustments must be made to the ADA section for those years in the data entry tab. If needed, FCMAT recommends working with its team to align the historical year calculations with CDE's LCFF Calculation exhibit.

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LCFF Calculator Navigation

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Structure:

1 The LCFF Calculator structure has been built to maintain a standard eight-year structure that includes two historical years, one current year and five projection years.

2 The Data Entry tab was designed to cluster data entry sections by projection type (charter school or school district). Charter school data entry sections are intentionally placed at the top of the page due to the limited amount of data required to complete a projection.

3 The workbook contains conditional formatting to guide users through data entry. Once a projection type is identified and all basic questions are answered, only the highlighted sections require data entry; all remaining sections not applicable to the projection will remain grayed out. **No data should be entered in sections that are not highlighted**.

Projection Type Not Identified	Charter School Projection	School District Projection
	Data Entry Sections	Data Entry Sections

4 A separate calculation must be prepared for each LEA, either district or charter school.

5 Version Names will reflect the last two digits of the current projection year, followed by ".1" or ".2". If additional updates are needed, letter suffixes such as ".1a" or ".2b" will be used.
- version.1 includes prepopulated PY1-PY3 data from the CDE's P-1 Certification.
- version.2 includes prepopulated PY1-PY3 data from the CDE'sP-2 Certification.

For example, for the 2025-26 projection year, version **v26.1** includes P-1 certification data and version **26.2** includes P-2 certification data.

Data entry cells: prepopulated with the most current certified data; all data entry cells are unlocked for user edit. Prepopulated data cannot be restored after user override.

Tab Navigation Key:

Information tabs: provide important projection information and should be reviewed with each update.

Data Entry tab: single data entry tab for ALL LCFF calculations. Sections to be completed are identified through highlighting upon entry of CDS code and responses to required questions.

Primary calculation results tabs: provide calculations and results summaries only. **No data is entered on these tabs**.

Secondary support calculation tabs: provide details of supporting calculations for components that do not apply to all LEA calculations**. No data is entered on these tabs.**

User editable tabs: preformatted graphs and blank worksheet tabs.

Instructions:

1 **Review Caveats**: Important details that may affect LEA calculations are noted in this tab. **This tab should be reviewed with each update**.

2 **Data Entry tab:** Data for all calculation types is entered into the Data Entry tab.
- Start a calculation by entering the five-digit code for a school district calculation or seven-digit school code for a charter school calculation. Once the LEA code is entered, the LEA type (district or charter) will be identified and the applicable data entry sections will be highlighted for completion.
- New charter schools that do not yet have a CDS code should select "Yes" from the drop-down list following the question below the CDS code box.

Section (1) Universal Assumptions: Prepopulated assumptions are based on the most current data released by the Department of Finance and the California Department of Education. COLA and EPA assumptions should be reviewed and updated to match percentage updates published after the version release.

- **EPA Miscellaneous Adjustments (P-2 Certification only) - cell L23:** For LEAs that need to update the version.1 (spring release) of the LCFF calculator with P-2 certification data before FCMAT publishes its version.2 (summer release), the row titled "EPA Miscellaneous Adjustments (P-2 Certification only)" has been added in the PY1 column, cell L23. LEAs should enter data in this field **only in late June, after the California Department of Education publishes the P-2 certification data and before FCMAT releases the version.2 LCFF calculator.** This field is only open in the version.1 of the calculator. An EPA miscellaneous adjustment is calculated once at P-2 and reported on the CDE's P-2 Education Protection Account exhibit, line D-2. This EPA miscellaneous adjustment offsets LCFF State Aid (object 8011).

Section (2) Charter School Data Elements Required to Calculate the LCFF: Enter charter school data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

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LCFF Calculator Navigation

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Section (3) School District Data Elements Required to Calculate the LCFF: Enter school district data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

- **In Lieu of Taxes:** School districts that are the sponsoring LEA for a charter school or are otherwise required to transfer property taxes to a charter school should answer "YES" to the applicable question in this section, then complete section (5) School District In-Lieu of Property Tax Calculation for Charter Schools.
- **Necessary Small Schools:** School districts that have necessary small schools should answer "YES" to the applicable question in this section, then complete section (4) Necessary Small Schools ADA.
- **TK Add-on Funding:** ADA for TK students must be entered in this section for the add-on to calculate. TK ADA should also be included in the ADA section to properly calculate the Base, Supplemental and Concentration grants.
- **Charter Shift ADA:** Prior year ADA used in the determination of school district funding calculations is based on the greater of current year, prior year and, beginning with 2022-23 fiscal year, three-prior year average. The prior year ADA must be adjusted by the net ADA of students who "shifted" between district schools and district sponsored charter schools. Sponsoring school districts should enter the total prior year ADA by grade span of those students who attended district sponsored charter schools in the prior year and returned to attend district schools in the current year in the first section. Total prior year ADA by grade span for students who attended district schools in the prior year, then left to attend a district sponsored charter school should be entered in the second section.

Section (4) Necessary Small Schools ADA: School districts that have necessary small schools must complete section (4) on the Data Entry tab. Prior year data must be entered for each year including historical years, even when the school is funded under LCFF. If "**Enter SCHL LCFF ADA**" or "**Enter SCHL FTE**" is in any of the cells in the NSS ADA/FTE section, school districts should enter in the ADA/FTE for the school, and select funding method, so the calculator can accurately project funding.

- **NSS Supporting Calculations**: details related to NSS funding determination are located in the NSS Calculation tabs.

Section (5) In-Lieu of Property Tax Calculation for Charter Schools: School districts required to transfer in-lieu taxes to charter schools should select "Yes" from the drop-down list in section (3), then complete either section (a) or (b).

- **Section (a): To be completed only by districts that use an alternative rate for in-lieu tax transfers or calculates the in-lieu transfers outside of this tool. Carefully review and follow the instructions located in the In-lieu tax section.**
- **Section (b): To be completed by districts that follow the traditional allocation of funding for in-lieu tax transfers. The tool has been designed to support basic aid district calculations, which require charter school ADA to be entered by grade span. Non basic aid districts can enter the total charter school ADA for each school in any single grade span, it is not necessary to enter ADA by grade span or separately for each charter school. Consolidating all charter school ADA into a single section will calculate a similar result.**
- **In-Lieu of Property Taxes Results: The supporting calculations and in-lieu of property tax transfer amounts for each charter school are located in the District In-Lieu Taxes tab.**

3 **Review LCFF Calculation and EPA Results:** Detailed calculations and results can be viewed on the Calculator, EPA and Summary tabs. No data entry is required on these tabs.

4 **Supporting Calculations**: details related to NSS funding determination and in-lieu tax transfer amounts for each charter school are located in the NSS Calculation and District In-Lieu Taxes tabs.

Resources:

FCMAT LCFF help desk and calculator updates:	www.fcmat.org/lcff
CDE PASE exhibits:	www.cde.ca.gov/fg/aa/pa/exhibitguides.asp
CDE Exhibit Guide:	www.cde.ca.gov/fg/aa/pa/exhibitguides.asp
CDE Funding Rates and Information:	www.cde.ca.gov/fg/aa/pa/lcffcola.asp

LCFF CALCULATOR

107151	5 digit District code or 7 digit School code *(from the CDS code)*	LEA:	Escuela Popular/Center for Training and Careers, Family Learning
NO	Is this calculation for a new charter school? (select from drop down list)	Projection Title:	FY26 Ist Interim
Charter	Projection Type	Created by:	Anita Amoh
		Email:	aamoh@edtec.com
12/9/2025	Projection Date	Phone:	341-234-0284

DATA ONLY - NO CALCULATIONS

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	PY3 2022-23	PY2 2023-24	PY1 2024-25	CY 2025-26	CY1 2026-27	CY2 2027-28	CY3 2028-29	CY4 2029-30
(1) UNIVERSAL ASSUMPTIONS											
Supplemental Grant %				*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*
Concentration Grant (>55% population)				*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*
Statutory COLA & Augmentation/Suspension *(prefilled as calculated by the Department of Finance, DOF)*				13.26%	8.22%	1.07%	2.30%	3.02%	3.42%	3.31%	3.24%
Statutory COLA				*6.56%*	*8.22%*	*1.07%*	*2.30%*	*3.02%*	*3.42%*	*3.31%*	*3.24%*
Augmentation/(COLA Suspension)				*6.70%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Base Grant Proration Factor (deficit)				*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Add-on, ERT & MSA Proration Factor				*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Transitional Kindergarten Add-on (*2022-23 forward*)				$ 2,813	$ 3,044	$ 3,077	$ 5,545	$ 5,712	$ 5,907	$ 6,103	$ 6,301
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)				12.74780911%	21.98880689%	49.68656772%					
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)				12.84814107%	22.03836064%	49.68656772%					
Local EPA Accrual				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EPA Miscellaneous Adjustments (P-2 Certification only)						$ -					

(2) CHARTER SCHOOL DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

NEW CHARTER SCHOOLS

New Charter School Name:

Year that charter starts operation (select from drop down list): 2025-26

(a) TRANSFER OF IN-LIEU PROPERTY TAX				Note: Charter schools should contact sponsoring district(s) for In-lieu estimate							
I-4	In-Lieu of Property Tax			2,317,452	2,529,962	2,897,540	2,265,911	2,265,911	2,265,911	2,373,811	2,373,811
(b) UNDUPLICATED PUPIL PERCENTAGE (UPP)											
A-1, A-2, A-3	Enrollment	414	415	528	515	658	420	525	525	550	550
B-1, B-2, B-3	Unduplicated Pupil Count	410	413	525	515	655	418	523	523	548	548
	Single Year Unduplicated Pupil Percentage			99.43%	100.00%	99.54%	99.52%	99.62%	99.62%	99.64%	99.64%
C-1	Unduplicated Pupil Percentage (%) - 3 Year Rolling Percentage			99.34%	99.66%	99.65%	99.69%	99.56%	99.59%	99.63%	99.63%
(c) CONCENTRATION GRANT FUNDING LIMITATION: District of Physical Location											
Enter the unduplicated pupil percentage (UPP) of the district where the charter school is physically located. If the charter school has a physical location within the boundaries of more than one district, enter the highest district UPP of all locations.											
D-3	Unduplicated Pupil Percentage (%)			81.89%	82.60%	82.68%	82.70%	82.70%	82.70%	82.70%	82.70%
	Unduplicated Pupil Percentage: Supplemental Grant			99.34%	99.66%	99.65%	99.69%	99.56%	99.59%	99.63%	99.63%
	Unduplicated Pupil Percentage: Concentration Grant			81.89%	82.60%	82.68%	82.70%	82.70%	82.70%	82.70%	82.70%
(d) AVERAGE DAILY ATTENDANCE (ADA)											
ADA used for the Transitional Kindergarten Add-on ONLY:											
G-4	TK (NEW beginning 2022-23)			-	-	-	-	-	-	-	-
ADA used for Base, Supplemental and Concentration Grant Calculations: Enter P2 Data - Note: Charter School ADA is always funded on current year											
B-1	Grades TK-3			-	-	-	-	-	-	-	-
B-2	Grades 4-6			-	-	-	-	-	-	-	-
B-3	Grades 7-8			-	-	-	-	-	-	-	-
B-4	Grades 9-12			477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
	SUBTOTAL ADA			477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
	RATIO: ADA to Enrollment			0.90	1.03	0.86	1.05	0.84	0.84	0.84	0.84
(e) OTHER LCFF ADJUSTMENTS											
Miscellaneous Adjustments (line H-2), include adjustments for audit penalties and special legislation. Adjustments can be positive or negative. **Minimum State Aid Adjustments (Line J-5), captures adjustments for audit penalties and special legislation. Adjustments can be positive or negative.**											
H-2	Miscellaneous Adjustments			$ -	$ -	$ -					
J-4	Minimum State Aid Adjustments			$ -	$ -	$ -					

(3) SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

(a) GENERAL QUESTIONS											
	Is your district required to transfer in-lieu taxes to a charter school?						NO				
	Does your district have a necessary small school?						NO				
(b) K-3 GRADE SPAN ADJUSTMENT FUNDING DETERMINATION											
	Did your district meet the requirements of funding?			YES	YES	YES	YES	YES	YES	YES	YES
(c) PROPERTY TAXES											
C-1	Estimated Property Taxes (excluding RDA)			$ -	$ -	$ -					
B-5	Redevelopment Agency Local Revenue			$ -	$ -	$ -					
	Less In-Lieu Property Tax Transfer			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Local Revenue			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(d) OTHER LCFF ADJUSTMENTS											
If applicable, enter adjustments for special legislation, instructional time penalties, and class size penalties populated from the Class Size Penalties exhibit. Adjustments can be positive or negative.											
H-2	Miscellaneous Adjustments			$ -	$ -	$ -					
J-5	Minimum State Aid Adjustments			$ -	$ -	$ -					

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
(e) UNDUPLICATED PUPIL PERCENTAGE											
A-1 / A-3 **District Enrollment**		-	-	-	-	-					
A-2 / A-4 **COE Enrollment**		-	-	-	-	-					
Total Enrollment		-	-	-	-	-	-	-	-	-	-
B-1 / B-3 **District Unduplicated Pupil Count**		-	-	-	-	-					
B-2 / B-4 **COE Unduplicated Pupil Count**		-	-	-	-	-					
Total Unduplicated Pupil Count		-	-	-	-	-	-	-	-	-	-
Single Year Unduplicated Pupil Percentage				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C-1 Unduplicated Pupil Percentage (%) - 3 Year Rolling Percentage				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
(f) AVERAGE DAILY ATTENDANCE (ADA)											
ADA used for the Transitional Kindergarten Add-on ONLY:											
G-10 **TK (Commencing in 2022-23)**				-	-	-					
ADA used for Base, Supplemental and Concentration Grant Calculations: Enter ADA by grade span. The calculator will determine the most advantageous funding option for each year's funding calculation.											
Current Year ADA: (P-2, Necessary Small Schools, Annual for Special Day Class Extended Year)											
B-1, D-5 **Grades TK-3**	-	-	-	-	-	-					
Grades 4-6	-	-	-	-	-	-					
Grades 7-8	-	-	-	-	-	-					
Grades 9-12	-	-	-	-	-	-					
TOTAL CURRENT YEAR ADA	-	-	-	-	-	-	-	-	-	-	-
Nonpublic School, NPS-Licensed Children Institutions, Community Day School: (Annual)											
D-9, E-1 **Grades TK-3**				-	-	-					
Grades 4-6				-	-	-					
Grades 7-8				-	-	-					
Grades 9-12				-	-	-					
TOTAL NPS-CDS (Annual)				-	-	-	-	-	-	-	-
District Basic Aid ADA funded outside of the LCFF (Court Ordered, Voluntary Tfr. & Open Enrollment) (For calculating EPA only; this ADA is not included in the LCFF funding calculation).				-	-	-					
DISTRICT TOTAL				-	-	-	-	-	-	-	-
County Operated Programs, e.g. Community School, Special Ed: (P-2 / Annual)											
E-2, E-3 **Grades TK-3**				-	-	-					
Grades 4-6				-	-	-					
Grades 7-8				-	-	-					
Grades 9-12				-	-	-					
COUNTY TOTAL				-	-	-	-	-	-	-	-
RATIO: District ADA-to-Enrollment				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
RATIO: County ADA-to-Enrollment				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

(g) PRIOR YEAR GUARANTEE ADJUSTMENT FOR CHARTER SHIFT

If applicable, enter prior year ADA for students transferring into or out of district schools and **district-sponsored charter schools. Report the prior year ADA for these students in the current year field, using the grade span the students were enrolled in during the prior year(s).** **NOTE: *Legislative requiring the charter shift adjustment was suspended in fiscal years 2020-21 and 2021-22, no prior year ADA should be entered for these years.**

Prior year **Source:** Principal Apportionment Data Collection, P-2 Attendance School District Form

		2019-20 ADA shift (no data reported in 2020-21)*	2020-21 ADA shift (no data reported in 2021-22)*	2021-22 ADA shift reported in 2022-23 PADC ADA report	2022-23 ADA shift reported in 2023-24 PADC ADA report	2023-24 ADA shift reported in 2024-25 PADC ADA report	2024-25 ADA shift reported in 2025-26 PADC ADA report	2025-26 ADA shift reported in 2026-27 PADC ADA report	2026-27 ADA shift reported in 2027-28 PADC ADA report	2027-28 ADA shift reported in 2028-29 PADC ADA report	2028-29 ADA shift reported in 2029-30 PADC ADA report
A-20	**Grades TK-3** Prior year **Charter School Shift Decrease** of ADA for students who attended district schools in the prior year and attended district sponsored charter schools in the current year	-	-	-	-	-					
	Grades 4-6	-	-	-	-	-					
	Grades 7-8	-	-	-	-	-					
	Grades 9-12	-	-	-	-	-					
		-	-	-	-	-	-	-	-	-	-
A-19	**Grades TK-3** Prior year **Charter School Shift Increase** of ADA for students who attended district sponsored charter schools in the prior year and attended district schools in the current year	-	-	-	-	-					
	Grades 4-6	-	-	-	-	-					
	Grades 7-8	-	-	-	-	-					
	Grades 9-12	-	-	-	-	-					
		-	-	-	-	-	-	-	-	-	-
	Net increase/(decrease) to prior year ADA	-	-	-	-	-	-	-	-	-	-

(4) NECESSARY SMALL SCHOOLS ADA

For each school that is eligible to be funded as a necessary small school in the year NSS funding is anticipated, enter ADA and FTE for the current and three prior years.

1	**NSS #1**												**School Code:**
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
2	**NSS #2**												**School Code:**
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	-
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF

Escuela Popular/Center for Training and Careers, Family Learning (107151)			2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
3	**NSS #3**											**School Code:**	
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
4	**NSS #4**											**School Code:**	
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
5	**NSS #5**											**School Code:**	
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF

(5) IN-LIEU OF PROPERTY TAX CALCULATION FOR CHARTER SCHOOLS

Complete <u>either</u> section (a) or (b)

(a) ALTERNATIVE CALCULATION TOOL

Use this section to override the calculated in-lieu of property tax results.

	1. Clear the prepopulated number '1' from the box located to the right	1
	2. Local calculation of <u>total</u> in-lieu property taxes	

(b) IN-LIEU TAX CALCULATION BY CHARTER SCHOOL (Note: Charters MUST be numbered to bring results into the District In-Lieu Taxes tab)

Enter the name and ADA for each charter school. Basic Aid districts are required to transfer in-lieu taxes based on grade span funding rates. To reduce data entry, non-basic aid districts can enter the total ADA for each year into a single grade span.

1	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3	-	-	-						
	Grades 4-6	-	-	-						
	Grades 7-8	-	-	-						
	Grades 9-12	-	-	-						
	Total ADA	-	-	-	-	-	-	-	-	-
2	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									
	Total ADA	-	-	-	-	-	-	-	-	-
3	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									
	Total ADA	-	-	-	-	-	-	-	-	-
4	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									
	Total ADA	-	-	-	-	-	-	-	-	-
5	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Total ADA				-	-	-	-	-	-	-	-
6 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
7 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
8 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
9 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
10 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
11 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
12 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
13 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
14 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
15 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
16 **Charter Name**											
Charter ADA by grade span											
Grades K-3											

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
17 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
18 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
19 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
20 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
21 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
22 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
23 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
24 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
25 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
26 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
27 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
28 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
29 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
30 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
31 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
32 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
33 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
34 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
35 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
36 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
37 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
38 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
39 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
40 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
41 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
42 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
43 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
44 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
45 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
46 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
47 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
48 **Charter Name**											
Charter ADA by grade span											

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
49 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
50 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim				12/9/2025				
DETAILED ADA CALCULATION	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2019-20 ADA	2020-21 ADA	2021-22 ADA	2022-23 ADA	2023-24 ADA	2024-25 ADA	2025-26 ADA	2026-27 ADA
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2020-21 ADA	2021-22 ADA	2022-23 ADA	2023-24 ADA	2024-25 ADA	2025-26 ADA	2026-27 ADA	2027-28 ADA
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2021-22 ADA	2022-23 ADA	2023-24 ADA	2024-25 ADA	2025-26 ADA	2026-27 ADA	2027-28 ADA	2028-29 ADA
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Net Adjustment to Prior Year ADA for Charter Shift								
Second Prior Year Net increase/(decrease) to prior year ADA due to Charter School Shift		-	-	-	-	-	-	-
Prior Year Net increase/(decrease) to prior year ADA due to Charter School Shift	-	-	-	-	-	-	-	-
Second prior year charter school shift percentage		-	-	-	-	-	-	-
Prior year charter school shift percentage		0%	0%	0%	0%	0%	0%	0%
Prior 3-Year Average ADA (if charter shift percentage > -50%, adjusted for +/- current year charter shift) - Effective beginning in 2022-23								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Current Year Charter Shift ADA for the Hold Harmless and 3-prior year average	-	-	-	-	-	-	-	-
Current Year ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
LCFF Subtotal	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Change in LCFF ADA (excludes NSS ADA)	477.46 Increase	529.20 Increase	563.93 Increase	441.00 Increase	441.00 Increase	441.00 Increase	462.00 Increase	462.00 Increase
Funded LCFF ADA (greater of current year, prior year or 3-prior year average)								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim				12/9/2025				
DETAILED ADA CALCULATION	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Subtotal	477.46 *Current Year*	529.20 *Current Year*	563.93 *Current Year*	441.00 *Current Year*	441.00 *Current Year*	441.00 *Current Year*	462.00 *Current Year*	462.00 *Current Year*
Funded NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-	-	-
NPS, CDS, & COE Operated								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-	-	-
ACTUAL ADA ***(Current Year Only)***								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Total Actual ADA	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
TOTAL FUNDED ADA, LCFF & NSS								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Total Funded ADA	**477.46**	**529.20**	**563.93**	**441.00**	**441.00**	**441.00**	**462.00**	**462.00**
Funded Difference (Funded ADA less Actual ADA)	-	-	-	-	-	-	-	-
FUNDED ADA for the Transitional Kindergarten Add-on								
Current Year TK ADA	-	-	-	-	-	-	-	-

Calculator Tab

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY2(v.26.2								v.26.2	12/8/2025							v.26.2								v.26.2	12/8/2025							v.26.2								v.26.2								v.26.2							
LOCAL CONTROL FUNDING FORMULA							**FY3 2022-23**							**FY2 2023-24**							**FY1 2024-25**							**CY 2025-26**							**CY1 2026-27**							**CY2 2027-28**							**CY3 2028-29**							**CY4 2029-30**
LCFF ENTITLEMENT CALCULATION																																																	
Calculation Factors		COLA & Augmentation 13.26%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.34%	81.89%		COLA & Augmentation 8.22%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.66%	82.60%			COLA & Augmentation 1.07%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.65%	82.68%			COLA & Augmentation 2.30%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.69%	82.70%			COLA & Augmentation 3.02%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.56%	82.70%			COLA & Augmentation 3.42%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.59%	82.70%			COLA & Augmentation 3.31%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.63%	82.70%			COLA & Augmentation 3.24%		Base Grant Proration 0.00%		Unduplicated Pupil Percentage 99.63%	82.70%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total		Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total			Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total			Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total			Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total			Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total			Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total			Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	
Grades TK-3	-	$ 9,166	$ 953	$ 2,010	$ 1,769	$ -		-	$ 9,919	$ 1,032	$ 2,183	$ 1,965	$ -		-	$ 10,025	$ 1,043	$ 2,206	$ 1,991	$ -		-	$ 10,256	$ 1,067	$ 2,258	$ 2,039	$ -		-	$ 10,566	$ 1,099	$ 2,323	$ 2,100	$ -		-	$ 10,927	$ 1,136	$ 2,403	$ 2,172	$ -		-	$ 11,289	$ 1,174	$ 2,483	$ 2,244	$ -		-	$ 11,655	$ 1,212	$ 2,564	$ 2,317	$ -	
Grades 4-6	-	9,304	-	1,849	1,626	-		-	10,069	-	2,007	1,806	-		-	10,177	-	2,028	1,831	-		-	10,411	-	2,076	1,875	-		-	10,725	-	2,136	1,931	-		-	11,092	-	2,209	1,997	-		-	11,459	-	2,283	2,063	-		-	11,830	-	2,357	2,130	-	
Grades 7-8	-	9,580	-	1,903	1,674	-		-	10,367	-	2,066	1,860	-		-	10,478	-	2,088	1,885	-		-	10,719	-	2,137	1,930	-		-	11,043	-	2,199	1,988	-		-	11,421	-	2,275	2,056	-		-	11,799	-	2,351	2,124	-		-	12,181	-	2,427	2,193	-	
Grades 9-12	477.46	11,102	289	2,263	1,991	7,469,928		529.20	12,015	312	2,457	2,211	8,994,009		563.93	12,144	316	2,483	2,242	9,691,183		441.00	12,423	323	2,541	2,295	7,753,757		441.00	12,798	333	2,615	2,364	7,986,457		441.00	13,236	344	2,705	2,445	8,259,905		462.00	13,674	356	2,796	2,526	8,940,494		462.00	14,117	367	2,886	2,608	9,229,802	
Subtract Necessary Small School ADA and Funding	-					-		-					-		-					-		-					-		-					-		-					-		-					-		-					-	
Total Base, Supplemental, and Concentration Grant	-	$ 5,300,761	$ 137,986	$ 1,080,570	$ 950,611	$ 7,469,928		-	$ 6,358,338	$ 165,110	$ 1,300,254	$ 1,170,307	$ 8,994,009		-	$ 6,848,366	$ 178,202	$ 1,400,395	$ 1,264,220	$ 9,691,183		-	$ 5,478,543	$ 142,443	$ 1,120,712	$ 1,012,059	$ 7,753,757		-	$ 5,643,918	$ 146,853	$ 1,153,058	$ 1,042,628	$ 7,986,457		-	$ 5,837,076	$ 151,704	$ 1,192,845	$ 1,078,280	$ 8,259,905		-	$ 6,317,388	$ 164,472	$ 1,291,575	$ 1,167,059	$ 8,940,494		-	$ 6,522,054	$ 169,554	$ 1,333,370	$ 1,204,824	$ 9,229,802	
NSS Allowance						-							-							-							-							-							-							-							-	
TOTAL BASE	477.46	$ 5,300,761	$ 137,986	$ 1,080,570	$ 950,611	$ 7,469,928		529.20	$ 6,358,338	$ 165,110	$ 1,300,254	$ 1,170,307	$ 8,994,009		563.93	$ 6,848,366	$ 178,202	$ 1,400,395	$ 1,264,220	$ 9,691,183		441.00	$ 5,478,543	$ 142,443	$ 1,120,712	$ 1,012,059	$ 7,753,757		441.00	$ 5,643,918	$ 146,853	$ 1,153,058	$ 1,042,628	$ 7,986,457		441.00	$ 5,837,076	$ 151,704	$ 1,192,845	$ 1,078,280	$ 8,259,905		462.00	$ 6,317,388	$ 164,472	$ 1,291,575	$ 1,167,059	$ 8,940,494		462.00	$ 6,522,054	$ 169,554	$ 1,333,370	$ 1,204,824	$ 9,229,802	
ADD ONS:																																																		
Targeted Instructional Improvement Block Grant						$ -							$ -							$ -							$ -							$ -							$ -							$ -							$ -	
Home-to-School Transportation (COLA added commencing 2023-24)						-							-							-							-							-							-							-							-	
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-							-							-							-							-							-							-							-	
Transitional Kindergarten (Commencing 2022-23)	TK ADA	- TK Add-on rate	$ 2,813.00			-		TK ADA	- TK Add-on rate	$ 3,044.00			-		TK ADA	- TK Add-on rate	$ 3,077.00			-		TK ADA	- TK Add-on rate	$ 5,545.00			-		TK ADA	- TK Add-on rate	$ 5,712.00			-		TK ADA	- TK Add-on rate	$ 5,907.00			-		TK ADA	- TK Add-on rate	$ 6,103.00			-		TK ADA	- TK Add-on rate	$ 6,301.00			-	
ECONOMIC RECOVERY TARGET PAYMENT						-							-							-							-							-							-							-							-	
LCFF Entitlement Before Adjustments						$ 7,469,928							$ 8,994,009							$ 9,691,183							$ 7,753,757							$ 7,986,457							$ 8,259,905							$ 8,940,494							$ 9,229,802	
Miscellaneous Adjustments						-							-							-							-							-							-							-							-	
ADJUSTED LCFF ENTITLEMENT						**$ 7,469,928**							**$ 8,994,009**							**$ 9,691,183**							**$ 7,753,757**							**$ 7,986,457**							**$ 8,259,905**							**$ 8,940,494**							**$ 9,229,802**	
Local Revenue (including RDA)						(2,537,452)							(2,529,962)							(2,897,540)							(2,265,911)							(2,265,911)							(2,265,911)							(2,373,811)							(2,373,811)	
Gross State Aid						**$ 4,932,476**							**$ 6,464,047**							**$ 6,793,643**							**$ 5,487,846**							**$ 5,720,546**							**$ 5,993,994**							**$ 6,566,683**							**$ 6,855,991**	
Education Protection Account Entitlement						(468,885)							(964,707)							(1,817,050)							(88,200)							(88,200)							(88,200)							(192,400)							(192,400)	
Net State Aid						**$ 4,683,591**							**$ 5,499,340**							**$ 4,976,593**							**$ 5,399,646**							**$ 5,632,346**							**$ 5,905,794**							**$ 6,474,283**							**$ 6,763,591**	
MINIMUM STATE AID CALCULATION																																																		
		12-13 Rate	2022-23 ADA		N/A				12-13 Rate	2023-24 ADA		N/A				12-13 Rate	2024-25 ADA		N/A				12-13 Rate	2025-26 ADA		N/A				12-13 Rate	2026-27 ADA		N/A				12-13 Rate	2027-28 ADA		N/A				12-13 Rate	2028-29 ADA		N/A				12-13 Rate	2029-30 ADA		N/A	
2012-13 RL/Charter-Gen BG adjusted for ADA		$ 6,185.00	477.46		$ 2,953,090				$ 6,185.00	529.20		$ 3,273,102				$ 6,185.00	563.93		$ 3,487,907				$ 6,185.00	441.00		$ 2,727,585				$ 6,185.00	441.00		$ 2,727,585				$ 6,185.00	441.00		$ 2,727,585				$ 6,185.00	462.00		$ 2,857,470				$ 6,185.00	462.00		$ 2,857,470	
2012-13 NSS Allowance (deflicted)		$ -			-				$ -			-				$ -			-				$ -			-				$ -			-				$ -			-				$ -			-				$ -			-				$ -			-	
Minimum State Aid Adjustments					-							-							-							-							-							-							-							-							-	
Less Current Year Property Taxes/In-Lieu					(2,317,452)							(2,529,962)							(2,897,540)							(2,265,911)							(2,265,911)							(2,265,911)							(2,373,811)							(2,373,811)	
Less Education Protection Account Entitlement					(468,885)							(964,707)							(1,817,050)							(88,200)							(88,200)							(88,200)							(192,400)							(192,400)	
Subtotal State Aid for Historical RL/Charter-General BG					**$ 166,753**							**$ -**							**$ -**							**$ 373,474**							**$ 373,474**							**$ 391,259**							**$ 391,259**							**$ 391,259**	
Categorical Minimum State Aid					128,294							128,294							128,294							128,294							128,294							128,294							128,294							128,294	
Charter School Categorical Block Grant adjusted for ADA		411.34	477.46		196,398				411.34	529.20		217,681				411.34	563.93		231,967				411.34	441.00		181,401				411.34	441.00		181,401				411.34	441.00		181,401				411.34	462.00		190,039				411.34	462.00		190,039	
Minimum State Aid Guarantee Before Proration Factor					**$ 491,445**							**$ 345,975**							**$ 360,261**							**$ 683,169**							**$ 683,169**							**$ 709,592**							**$ 709,592**							**$ 709,592**	
Proration Factor					0.00%							0.00%							0.00%							0.00%							0.00%							0.00%							0.00%							0.00%	
Minimum State Aid Guarantee					**$ 491,445**							**$ 345,975**							**$ 360,261**							**$ 683,169**							**$ 683,169**							**$ 709,592**							**$ 709,592**							**$ 709,592**	
CHARTER SCHOOL MINIMUM STATE AID OFFSET																																																			
LCFF Entitlement					7,469,928							8,994,009							9,691,183							7,753,757							7,986,457							8,259,905							8,940,494							9,229,802	
Minimum State Aid plus Property Taxes including RDA					2,808,897							2,875,937							3,257,801							2,949,080							2,949,080							2,949,080							3,083,403							3,083,403	
Offset					-							-							-							-							-							-							-							-	
Minimum State Aid Prior to Offset					491,445							345,975							360,261							683,169							683,169							709,592							709,592							709,592	
Total Minimum State Aid with Offset					491,445							345,975							360,261							683,169							683,169							709,592							709,592							709,592	
State Aid Before Additional State Aid					**$ 4,683,591**							**$ 5,499,340**							**$ 4,976,593**							**$ 5,399,646**							**$ 5,632,346**							**$ 5,905,794**							**$ 6,474,283**							**$ 6,763,591**	
ADDITIONAL STATE AID					**$ -**							**$ -**							**$ -**							**$ -**							**$ -**							**$ -**							**$ -**							**$ -**	
LCFF State Aid, Adjusted for Minimum State Aid Guarantee					**$ 4,683,591**							**$ 5,499,340**							**$ 4,976,593**							**$ 5,399,646**							**$ 5,632,346**							**$ 5,905,794**							**$ 6,474,283**							**$ 6,763,591**	
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplemental					**$ 7,469,928**							**$ 8,994,009**							**$ 9,691,183**							**$ 7,753,757**							**$ 7,986,457**							**$ 8,259,905**							**$ 8,940,494**							**$ 9,229,802**	
Change Over Prior Year										20.40%	1,524,081		16,995				7.75%	697,174		17,185				-19.99%	(1,937,426)		17,582				3.00%	232,700						3.42%	273,448		18,730				8.24%	680,589		19,352				3.24%	289,308		19,978	
LCFF Entitlement Per ADA (excluding Categorical MSA)					$ 15,645							$ 16,995							$ 17,185							$ 17,582							$ 18,110							$ 18,730							$ 19,352							$ 19,978	
Per-ADA Change Over Prior Year										8.63%	1,350						1.12%	190						2.31%	397						3.00%	528						3.42%	620						3.32%	622						3.23%	626				
Basic Aid Status (school districts only)					-							-							-							-							-							-							-							-							-	
LCFF SOURCES INCLUDING EXCESS TAXES																																																			
					2022-23					Increase			2023-24					Increase			2024-25					Increase			2025-26					Increase			2026-27					Increase			2027-28					Increase			2028-29					Increase			2029-30	
State Aid					$ 4,683,591				17.42%	815,749		$ 5,499,340				-9.51%	(522,747)		$ 4,976,593				8.50%	421,053		$ 5,399,646				4.31%	232,700		$ 5,632,346				4.85%	273,448		$ 5,905,794				9.63%	568,489		$ 6,474,283				4.47%	289,308		$ 6,763,591	
Education Protection Account					468,885							964,707							1,817,050							88,200							88,200							88,200							92,400							92,400			
Property Taxes Net of In-Lieu Transfers					-				0.00%	-		-				0.00%	-		-				0.00%	-		-				0.00%	-		-				0.00%	-		-				0.00%	-		-				0.00%	-		-				0.00%	-		-		
Charter In-Lieu Taxes					2,317,452				9.17%	212,510		2,529,962				14.53%	367,578		2,897,540				-21.80%	(631,629)		2,265,911				0.00%	-		2,265,911				0.00%	-		2,265,911				4.76%	107,900		2,373,811				0.00%	-		2,373,811		
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)					**$ 7,469,928**				13.77%	1,028,259		**$ 8,994,009**				-1.73%	(155,169)		**$ 8,691,183**				-2.15%	(208,576)		**$ 7,753,757**				3.02%	232,700		**$ 7,986,457**				3.42%	273,448		**$ 8,259,905**				8.19%	676,389		**$ 8,940,494**				3.62%	289,308		**$ 9,229,802**	

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Escuela Popular/Center for Training and Careers, Family Learning (101st Interim — 12/9/25

EDUCATION PROTECTION ACCOUNT

		Calculated* 2022-23	CDE P-2 Certification* 2023-24	Calculated* 2023-24	CDE P-2 Certification* 2024-25	Calculated* 2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
EDUCATION PROTECTION ACCOUNT (EPA) MINIMUM ENTITLEMENT											
A-1	Total ADA for EPA Minimum	477.46	529.24	529.20	563.93	563.93	441.00	441.00	441.00	462.00	462.00
A-2	Minimum Funding per ADA	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200
A-3	EPA Minimum Funding (A-1 * A-2)	*$ 95,492*	$ 105,848	$ 105,840	$ 112,786	$ 112,786	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
EPA PROPORTIONATE SHARE CAP											
B3,B7	2012-13 Deficited Base RL/Charter Rate (adjusted for COLA eff. 21/22)	$ 7,643.44		$ 8,271.73	$ 8,360.24	$ 8,360.24	$ 8,552.53	$ 8,810.82	$ 9,112.15	$ 9,413.76	$ 9,719
B4, B8	Current Year Funded ADA, excluding NSS	477.46		529.20	-	563.93	441.00	441.00	441.00	462.00	462.00
B-11	2012-13 Deficited Other Revenue Limit per ADA (adjusted for COLA eff. 21/22)	-		-	-	-	-	-	-	-	-
B-12	Current Year Funded ADA, including NSS	477.46		529.20	-	563.93	441.00	441.00	441.00	462.00	462.00
B9+B13	*Adjusted Total Revenue Limit*	*$ 3,649,437*		*$ 4,377,400*	*$ -*	*$ 4,714,590*	*$ 3,771,666*	*$ 3,885,572*	*$ 4,018,458*	*$ 4,349,157*	*$ 4,490,072*
B10,B14	*Current Year Adjusted NSS Allowance*	*$ -*		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
B-16	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	*$ 3,649,437*	*$ 4,377,730*	$ 4,377,400	$ 4,714,590	$ 4,714,590	$ 3,771,666	$ 3,885,572	$ 4,018,458	$ 4,349,157	$ 4,490,072
B-17	Local Revenue/In-Lieu of Property Taxes	$ 2,317,452	$ 2,525,295	$ 2,529,962	$ 2,897,540	$ 2,897,540	$ 2,265,911	$ 2,265,911	$ 2,265,911	$ 2,373,811	$ 2,373,811
B-18	EPA Proportionate Share Cap (B-16 - B-17; If less than 0, B-18 = 0)	*$ 1,331,985*	$ 1,852,435	$ 1,847,438	$ 1,817,050	$ 1,817,050	$ 1,505,755	$ 1,619,661	$ 1,752,547	$ 1,975,346	$ 2,116,261
EPA PROPORTIONATE SHARE											
C-1	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	$3,649,437	*$ 4,377,730*	$4,377,400	$4,714,590	$4,714,590	$3,771,666	$3,885,572	$4,018,458	$4,349,157	$4,490,072
C-2	Statewide EPA Proportionate Share Ratio ***(as of P-2 certification)***		21.98880689%		49.68656772%		0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
C-3	EPA Proportionate Share (C-1 * C-2)	*$ 468,885*	$ 962,611	*$ 964,707*	$ 2,342,518	*$ 2,342,518*	$ -	$ -	$ -	$ -	$ -
EPA ENTITLEMENT											
D-1	EPA Entitlement (If C-3 < B-18, then C-3; else B-18); (If C-3 and B-18 < A-3, then A-3)	*$ 468,885*	$ 962,611	$ 964,707	$ 1,817,050	$ 1,817,050	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
D-2	Miscellaneous Adjustments**	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	$-	$-	$-	$-	$-
D-3	Adjusted EPA Entitlement (D-1 + D-2)	*468,885*	962,611	964,707	1,817,050	1,817,050	88,200	88,200	88,200	92,400	92,400
D-4	Prior Year Annual Adjustment	*(29,818)*	*$ 3,701*	*3,701*	*$ 2,096*	*2,096*	-				
D-5	P2 Entitlement Net of PY Adjustment	*439,067*	*$ 966,312*	*968,408*	$ 1,819,146	*1,819,146*	88,200	88,200	88,200	92,400	92,400
C-2	Statewide EPA Proportionate Share Ratio **(as of Annual certification)**	12.84814107%	22.03836064%	22.03836064%	49.68656772%	49.68656772%	0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
	Adjusted EPA Allocation (used to calculate LCFF Revenue)		*$ 964,707*		*$ 1,817,050*		*88,200*	*88,200*	*88,200*	*92,400*	*92,400*

**CDE P-2 Certification and Calculated columns can be compared to determine accruals o nts. Enter accrual information on Data Entry tab.*
***A miscellaneous adjustment increases EPA State Aid (object 8012) funding in lieu of iss an LEA when it is overpaid. EPA State Aid offsets LCFF State Aid (object 8011). It is calculated a single time at P2.*

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim	12/9/2025							
	2022-23	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
General Assumptions								
COLA & Augmentation	13.26%	8.22%	1.07%	2.30%	3.02%	3.42%	3.31%	3.24%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Student Assumptions:								
Enrollment Count	528	515	658	420	525	525	550	550
Unduplicated Pupil Count (UPC)	525	515	655	418	523	523	548	548
Unduplicated Pupil Percentage (UPP)	99.34%	99.66%	99.65%	99.69%	99.56%	99.59%	99.63%	99.63%
Current Year LCFF Average Daily Attendance (ADA)	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Funded LCFF ADA	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
LCFF ADA Funding Method	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year
Current Year Necessary Small School (NSS) ADA	-	-	-	-	-	-	-	-
Funded NSS ADA	-	-	-	-	-	-	-	-
LCFF Entitlement Summary								
Base Grant	$5,300,761	$6,358,338	$6,848,366	$5,478,543	$5,643,918	$5,837,076	$6,317,388	$6,522,054
Grade Span Adjustment	137,986	165,110	178,202	142,443	146,853	151,704	164,472	169,554
Adjusted Base Grant	$5,438,747	$6,523,448	$7,026,568	$5,620,986	$5,790,771	$5,988,780	$6,481,860	$6,691,608
Supplemental Grant	1,080,570	1,300,254	1,400,395	1,120,712	1,153,058	1,192,845	1,291,575	1,333,370
Concentration Grant	950,611	1,170,307	1,264,220	1,012,059	1,042,628	1,078,280	1,167,059	1,204,824
Total Base, Supplemental and Concentration Grant	$7,469,928	$8,994,009	$9,691,183	$7,753,757	$7,986,457	$8,259,905	$8,940,494	$9,229,802
Allowance: Necessary Small School	-	-	-	-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-	-
Add-on: Home-to-School Transportation	-	-	-	-	-	-	-	-
Add-on: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-	-	-	-	-
Add-on: Transitional Kindergarten	-	-	-	-	-	-	-	-
Total Allowance and Add-On Amounts	$-	$-	$-	$-	$-	$-	$-	$-
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$7,469,928**	**$8,994,009**	**$9,691,183**	**$7,753,757**	**$7,986,457**	**$8,259,905**	**$8,940,494**	**$9,229,802**
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ 7,469,928**	**$ 8,994,009**	**$ 9,691,183**	**$ 7,753,757**	**$ 7,986,457**	**$ 8,259,905**	**$ 8,940,494**	**$ 9,229,802**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ 15,645	$ 16,995	$ 17,185	$ 17,582	$ 18,110	$ 18,730	$ 19,352	$ 19,978
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	7,469,928	8,994,009	9,691,183	7,753,757	7,986,457	8,259,905	8,940,494	9,229,802
LCFF Sources Summary								
Funding Source Summary								
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	*$ 2,317,452*	*$ 2,529,962*	*$ 2,897,540*	*$ 2,265,911*	*$ 2,265,911*	*$ 2,265,911*	*$ 2,373,811*	*$ 2,373,811*
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 468,885	$ 964,707	$ 1,817,050	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
Net State Aid *(excludes Additional State Aid)*	$ 4,683,591	$ 5,499,340	$ 4,976,593	$ 5,399,646	$ 5,632,346	$ 5,905,794	$ 6,474,283	$ 6,763,591
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	**$ 7,469,928**	**$ 8,994,009**	**$ 9,691,183**	**$ 7,753,757**	**$ 7,986,457**	**$ 8,259,905**	**$ 8,940,494**	**$ 9,229,802**
Funding Source by Resource-Object								
State Aid (Resource Code 0000, Object Code 8011)	$ 4,683,591	$ 5,499,340	$ 4,976,593	$ 5,399,646	$ 5,632,346	$ 5,905,794	$ 6,474,283	$ 6,763,591
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 468,885	$ 964,707	$ 1,817,050	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ (29,818)	$ 3,701	$ 2,096	$ -	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
% Change		0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
In-Lieu of Property Taxes (Object Code 8096)	2,317,452	2,529,962	2,897,540	2,265,911	2,265,911	2,265,911	2,373,811	2,373,811
Entitlement and Source Reconciliation								
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802
LCAP Percentage to Increase or Improve Services Calculation								
Base Grant (*Excludes add-ons for TIIG & Transportation)*	$ 5,438,747	$ 6,523,448	$ 7,026,568	$ 5,620,986	$ 5,790,771	$ 5,988,780	$ 6,481,860	$ 6,691,608
Supplemental and Concentration Grant funding in the LCAP year	$ 2,031,181	$ 2,470,561	$ 2,664,615	$ 2,132,771	$ 2,195,686	$ 2,271,125	$ 2,458,634	$ 2,538,194
Projected Additional 15% Concentration Grant funding in the LCAP year	$ 219,371	$ 270,071	$ 291,743	$ 233,552	$ 240,606	$ 248,834	$ 269,321	$ 278,036
Percentage to Increase or Improve Services	37.35%	37.87%	37.92%	37.94%	37.92%	37.92%	37.93%	37.93%
Necessary Small School Allowance by School								
District Current Year Necessary Small School (NSS) ADA	-	-	-	-	-	-	-	-
District Funded NSS ADA	-	-	-	-	-	-	-	-
District NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #1								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim	12/9/2025							
	2022-23	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #2								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #3								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #4								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #5								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PER-ADA FUNDING LEVELS								
Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	$ 13,898.09	$ 15,098.36	$ 15,265.21	$ 15,619.29	$ 16,088.02	$ 16,637.65	$ 17,190.34	$ 17,747.58
Grades 4-6	$ 12,778.72	$ 13,882.33	$ 14,036.32	$ 14,361.25	$ 14,791.60	$ 15,298.42	$ 15,805.51	$ 16,317.24
Grades 7-8	$ 13,157.79	$ 14,293.19	$ 14,451.47	$ 14,786.11	$ 15,230.17	$ 15,752.19	$ 16,274.48	$ 16,801.38
Grades 9-12	$ 15,645.14	$ 16,995.48	$ 17,185.08	$ 17,582.21	$ 18,109.88	$ 18,729.94	$ 19,351.72	$ 19,977.93
Base Grants								
Grades TK-3	$ 9,166	$ 9,919	$ 10,025	$ 10,256	$ 10,566	$ 10,927	$ 11,289	$ 11,655
Grades 4-6	$ 9,304	$ 10,069	$ 10,177	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 9,580	$ 10,367	$ 10,478	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 11,102	$ 12,015	$ 12,144	$ 12,423	$ 12,798	$ 13,236	$ 13,674	$ 14,117
Grade Span Adjustment								
Grades TK-3	$ 953	$ 1,032	$ 1,043	$ 1,067	$ 1,099	$ 1,136	$ 1,174	$ 1,212
Grades 9-12	$ 289	$ 312	$ 316	$ 323	$ 333	$ 344	$ 356	$ 367
Prorated Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	$ 10,119	$ 10,951	$ 11,068	$ 11,323	$ 11,665	$ 12,063	$ 12,463	$ 12,867
Grades 4-6	$ 9,304	$ 10,069	$ 10,177	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 9,580	$ 10,367	$ 10,478	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 11,391	$ 12,327	$ 12,460	$ 12,746	$ 13,131	$ 13,580	$ 14,030	$ 14,484
Prorated Base Grants								
Grades TK-3	$ 9,166	$ 9,919	$ 10,025	$ 10,256	$ 10,566	$ 10,927	$ 11,289	$ 11,655
Grades 4-6	$ 9,304	$ 10,069	$ 10,177	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 9,580	$ 10,367	$ 10,478	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 11,102	$ 12,015	$ 12,144	$ 12,423	$ 12,798	$ 13,236	$ 13,674	$ 14,117
Prorated Grade Span Adjustment								
Grades TK-3	$ 953	$ 1,032	$ 1,043	$ 1,067	$ 1,099	$ 1,136	$ 1,174	$ 1,212
Grades 9-12	$ 289	$ 312	$ 316	$ 323	$ 333	$ 344	$ 356	$ 367
Supplemental Grant	20%	20%	20%	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 2,024	$ 2,190	$ 2,214	$ 2,265	$ 2,333	$ 2,413	$ 2,493	$ 2,573
Grades 4-6	$ 1,861	$ 2,014	$ 2,035	$ 2,082	$ 2,145	$ 2,218	$ 2,292	$ 2,366
Grades 7-8	$ 1,916	$ 2,073	$ 2,096	$ 2,144	$ 2,209	$ 2,284	$ 2,360	$ 2,436
Grades 9-12	$ 2,278	$ 2,465	$ 2,492	$ 2,549	$ 2,626	$ 2,716	$ 2,806	$ 2,897
Actual - 1.00 ADA, Local UPP as follows:	*99.34%*	*99.66%*	*99.65%*	*99.69%*	*99.56%*	*99.59%*	*99.63%*	*99.63%*
Grades TK-3	$ 2,010	$ 2,183	$ 2,206	$ 2,258	$ 2,323	$ 2,403	$ 2,483	$ 2,564
Grades 4-6	$ 1,849	$ 2,007	$ 2,028	$ 2,076	$ 2,136	$ 2,209	$ 2,283	$ 2,357
Grades 7-8	$ 1,903	$ 2,066	$ 2,088	$ 2,137	$ 2,199	$ 2,275	$ 2,351	$ 2,427
Grades 9-12	$ 2,263	$ 2,457	$ 2,483	$ 2,541	$ 2,615	$ 2,705	$ 2,796	$ 2,886
Concentration Grant (>55% population)	65%	65%	65%	65%	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 6,577	$ 7,118	$ 7,194	$ 7,360	$ 7,582	$ 7,841	$ 8,101	$ 8,364
Grades 4-6	$ 6,048	$ 6,545	$ 6,615	$ 6,767	$ 6,971	$ 7,210	$ 7,448	$ 7,690
Grades 7-8	$ 6,227	$ 6,739	$ 6,811	$ 6,967	$ 7,178	$ 7,424	$ 7,669	$ 7,918
Grades 9-12	$ 7,404	$ 8,013	$ 8,099	$ 8,285	$ 8,535	$ 8,827	$ 9,120	$ 9,415
Actual - 1.00 ADA, Local UPP >55% as follows:	*26.8900%*	*27.6000%*	*27.6800%*	*27.7000%*	*27.7000%*	*27.7000%*	*27.7000%*	*27.7000%*
Grades TK-3	$ 1,769	$ 1,965	$ 1,991	$ 2,039	$ 2,100	$ 2,172	$ 2,244	$ 2,317
Grades 4-6	$ 1,626	$ 1,806	$ 1,831	$ 1,875	$ 1,931	$ 1,997	$ 2,063	$ 2,130
Grades 7-8	$ 1,674	$ 1,860	$ 1,885	$ 1,930	$ 1,988	$ 2,056	$ 2,124	$ 2,193
Grades 9-12	$ 1,991	$ 2,211	$ 2,242	$ 2,295	$ 2,364	$ 2,445	$ 2,526	$ 2,608

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

IN-LIEU PROPERTY TAX TRANSFER

For an authorizing district, in-lieu of property tax is calculated on the lesser of property taxes per ADA or the LCFF funding per ADA
1. Property Taxes per ADA
2a. Adjusted base revenue per ADA x charter school ADA

For a district with students in county-operated charter, or a basic aid district with students in countywide charter schools, or a district certified as basic aid at prior year annual with students in an SBE-approved charter school, in-lieu of property tax is calculated on the lesser of property taxes per ADA, or adjusted base funding per ADA.
1. Property taxes per ADA x District of Residence ADA
2a. Adjusted base revenue per ADA x District of Residence ADA

To enter your own calculation of In-Lieu use the Alternative Calculation tool on the Data Entry tab

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Local Property Taxes (w/out RDA)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District LCFF ADA	-	-	-	-	-	-	-	-
Total Charter LCFF ADA	-	-	-	-	-	-	-	-
Total LCFF ADA	-	-	-	-	-	-	-	-
Property Taxes per ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Funding Method:								
Property Taxes per ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCFF Funding per ADA	-	-	-	-	-	-	-	-
Alternative Calculation	-	-	-	-	-	-	-	-
Certified In-Lieu Taxes	-	-	-	-	-	-	-	-
In-Lieu of Property Tax Transfer Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Prior Year Basic Aid Status		-	-	-	-	-	-	-
1 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

RATES 2022-23			
ADA	Level / # FTE	Allowance	12/13 deficited rate
Elementary			
1 - 24	1	247,965	139,913
25 - 48	2	490,709	279,827
49 - 72	3	733,666	419,740
73 - 96	4	976,409	559,653
High School			
1 - 19	1	208,964	113,566
1 - 19	2	297,931	227,133
1 - 19	3	661,802	504,455
20 - 38	4	810,767	618,021
39 - 57	5	959,733	731,588
58 - 71	6	1,108,698	845,154
72 - 86	7	1,257,664	958,720
87 - 100	8	1,406,629	1,072,287
101 - 114	9	1,555,595	1,185,853
115 - 129	10	1,704,560	1,299,419
130 - 143	11	1,853,526	1,412,986
144 - 171	12	2,002,492	1,526,552
172 - 210	13	2,397,701	1,640,118
211 - 248	14	2,830,601	1,753,685
249 - 286	15	3,263,507	1,867,251
NSS Add-on per ADA		-	-

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2022-23	6.56%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	9,166	953	2,010	1,769
Grades 4-6	9,304	-	1,849	1,626
Grades 7-8	9,580	-	1,903	1,674
Grades 9-12	11,102	289	2,263	1,991

ADA & NSS FTE — **2022-23**

		DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2019-20	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			0.0	0.0	0.0	0.0	0.0	
Second PY ADA (net of charter shift)								
2020-21	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			0.0	0.0	0.0	0.0	0.0	
PRIOR YEAR ADA (net of charter shift)								
2021-22	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
	PRIOR YEAR NUMBER OF FTE		0.0	0.0	0.0	0.0	0.0	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	3 PY AVERAGE ADA	-	-	-	-	-	-	
3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
CURRENT YEAR ADA (before charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	-
	Grades 4-6	-	-	-	-	-	-	-
	Grades 7-8	-	-	-	-	-	-	-
	Grades 9-12	-	-	-	-	-	-	-
	CURRENT YEAR ADA	-	-	-	-	-	-	
	CURRENT YEAR NUMBER OF FTE		0.0	0.0	0.0	0.0	0.0	

NSS FUNDING CALCULATIONS		NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS		Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school		Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using PY	-	-	-	-	-
	NSS Add-on using PY	-	-	-	-	-
	Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using 3 PY average	-	-	-	-	-
	NSS Add-on using 3 PY average	-	-	-	-	-
	Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using CY	-	-	-	-	-
	NSS Add-on using CY	-	-	-	-	-
	Total NSS Allowance using CY	-	-	-	-	-
	NSS allowance level >0?	NO	NO	NO	NO	NO
NSS Allowance if funded as NSS is based on		Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
	NSS Funding	-	-	-	-	-
	NSS ADA Grades TK-3	-	-	-	-	-
	Grades 4-6	-	-	-	-	-
	Grades 7-8	-	-	-	-	-
	Grades 9-12	-	-	-	-	-
	Total	-	-	-	-	-
	NSS allowance Level	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

2022-23 — 2022-23

Funded P2 NSS ADA and NSS Allowances	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
NSS Allowance						
Third Prior Year 2019-20						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2020-21						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2021-22						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Current Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Funded NSS allowance Level	-	-	-	-	-	-
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	9,166	953	-	-	-
Grades 4-6	-	9,304	-	-	-	-
Grades 7-8	-	9,580	-	-	-	-
Grades 9-12	-	11,102	289	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	-			-	-	-

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						-

RATES 2023-24			12/13 deficited rate
ADA	Level / # FTE	Allowance	
Elementary			
1 - 24	1	268,348	151,414
25 - 48	2	531,045	302,829
49 - 72	3	793,973	454,243
73 - 96	4	1,056,670	605,656
High School			
1 - 19	1	226,141	122,901
1 - 19	2	322,421	245,803
1 - 19	3	716,202	545,921
20 - 38	4	877,412	668,822
39 - 57	5	1,038,623	791,725
58 - 71	6	1,199,833	914,626
72 - 86	7	1,361,044	1,037,527
87 - 100	8	1,522,254	1,160,429
101 - 114	9	1,683,465	1,283,330
115 - 129	10	1,844,675	1,406,231
130 - 143	11	2,005,886	1,529,133
144 - 171	12	2,167,097	1,652,035
172 - 210	13	2,594,792	1,774,936
211 - 248	14	3,063,276	1,897,838
249 - 286	15	3,531,767	2,020,739
NSS Add-on per ADA		-	-

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2023-24 8.22%
Proration Factor 0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	9,919	1,032	2,183	1,965
Grades 4-6	10,069	-	2,007	1,806
Grades 7-8	10,367	-	2,066	1,860
Grades 9-12	12,015	312	2,457	2,211

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

ADA & NSS FTE		2023-24 DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2020-21	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2021-22	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
	PRIOR YEAR NUMBER OF FTE		-	-	-	-	-	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	3 PY AVERAGE ADA	-	-	-	-	-	-	
3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
CURRENT YEAR ADA (before charter shift)								
2023-24	Grades TK-3	-	-	-	-	-	-	-
	Grades 4-6	-	-	-	-	-	-	-
	Grades 7-8	-	-	-	-	-	-	-
	Grades 9-12	-	-	-	-	-	-	-
	CURRENT YEAR ADA	-	-	-	-	-	-	-
	CURRENT YEAR NUMBER OF FTE		-	-	-	-	-	

NSS FUNDING CALCULATIONS		NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS		Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school		Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using PY	-	-	-	-	-
	NSS Add-on using PY	-	-	-	-	-
	Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using 3 PY average	-	-	-	-	-
	NSS Add-on using 3 PY average	-	-	-	-	-
	Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using CY	-	-	-	-	-
	NSS Add-on using CY	-	-	-	-	-
	Total NSS Allowance using CY	-	-	-	-	-
	NSS allowance level >0?	NO	NO	NO	NO	NO
NSS Allowance if funded as NSS is based on		Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
	NSS Funding	-	-	-	-	-
	NSS ADA Grades TK-3	-	-	-	-	-
	Grades 4-6	-	-	-	-	-
	Grades 7-8	-	-	-	-	-
	Grades 9-12	-	-	-	-	-
	Total	-	-	-	-	-
	NSS allowance Level	-	-	-	-	-

Funded P2 NSS ADA and NSS Allowances	2023-24 NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
202 **NSS Allowance**						
Third Prior Year 2020-21						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2021-22						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**
Current Year 2023-24						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**
Funded NSS allowance Level	**-**	**-**	**-**	**-**	**-**	
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	9,919	1,032	-	-	-
Grades 4-6	-	10,069	-	-	-	-
Grades 7-8	-	10,367	-	-	-	-
Grades 9-12	-	12,015	312	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	**-**			**-**	**-**	**-**

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						**-**

RATES	**2024-25**		**12/13 deficited rate**
ADA	**Level / # FTE**	**Allowance**	**(adj. for COLA)**
Elementary			
1 - 24	1	271,219	153,034
25 - 48	2	536,727	306,069
49 - 72	3	802,469	459,103
73 - 96	4	1,067,976	612,137
High School			
1 - 19	1	228,561	124,216
1 - 19	2	325,871	248,433
1 - 19	3	723,865	551,762
20 - 38	4	886,800	675,978
39 - 57	5	1,049,736	800,196
58 - 71	6	1,212,671	924,412
72 - 86	7	1,375,607	1,048,629
87 - 100	8	1,538,542	1,172,846
101 - 114	9	1,701,478	1,297,062
115 - 129	10	1,864,413	1,421,278
130 - 143	11	2,027,349	1,545,495
144 - 171	12	2,190,285	1,669,712
172 - 210	13	2,622,556	1,793,928
211 - 248	14	3,096,053	1,918,145
249 - 286	15	3,569,557	2,042,361
NSS Add-on per ADA	-	-	

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2024-25	1.07%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,025	1,043	2,206	1,991
Grades 4-6	10,177	-	2,028	1,831
Grades 7-8	10,478	-	2,088	1,885
Grades 9-12	12,144	316	2,483	2,242

ADA & NSS FTE		**2024-25**						
		DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2021-22	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2023-24	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Grades 9-12	-	-	-	-	-	-			
3 PY AVERAGE ADA	-	-	-	-	-	-			
3 PRIOR YEAR NUMBER OF FTE		-	-	-	-	-			
CURRENT YEAR ADA (before charter shift)									
2024-25 Grades TK-3	-	-	-	-	-	-	-		
Grades 4-6	-	-	-	-	-	-	-		
Grades 7-8	-	-	-	-	-	-	-		
Grades 9-12	-	-	-	-	-	-	-		
CURRENT YEAR ADA	-	-	-	-	-	-	-		
CURRENT YEAR NUMBER OF FTE		-	-	-	-	-			

NSS FUNDING CALCULATIONS	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS	Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year					
NSS allowance level	-	-	-	-	-
NSS Allowance using PY	-	-	-	-	-
NSS Add-on using PY	-	-	-	-	-
Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average					
NSS allowance level	-	-	-	-	-
NSS Allowance using 3 PY average	-	-	-	-	-
NSS Add-on using 3 PY average	-	-	-	-	-
Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year					
NSS allowance level	-	-	-	-	-
NSS Allowance using CY	-	-	-	-	-
NSS Add-on using CY	-	-	-	-	-
Total NSS Allowance using CY	-	-	-	-	-
NSS allowance level >0?	NO	NO	NO	NO	NO
NSS Allowance if funded as NSS is based on	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
NSS Funding	-	-	-	-	-
NSS ADA Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
Total	-	-	-	-	-
NSS allowance Level	-	-	-	-	-

	2024-25					
Funded P2 NSS ADA and NSS Allowances	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
202 **NSS Allowance**						
Third Prior Year 2021-22						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2023-24						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Current Year 2024-25						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Funded **NSS allowance Level**	-	-	-	-	-	
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	10,025	1,043	-	-	-
Grades 4-6	-	10,177	-	-	-	-
Grades 7-8	-	10,478	-	-	-	-
Grades 9-12	-	12,144	316	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	-			-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						-

RATES	**2025-26**		**12/13 def. rate + COLA for EPA**
ADA	**Level / # FTE**	**Allowance**	
Elementary			
1 - 24	1	277,457	156,554
25 - 48	2	549,072	313,109
49 - 72	3	820,926	469,662
73 - 96	4	1,092,539	626,216
High School			
1 - 19	1	233,818	127,073
1 - 19	2	333,366	254,147
1 - 19	3	740,514	564,453
20 - 38	4	907,196	691,525
39 - 57	5	1,073,880	818,601
58 - 71	6	1,240,562	945,673
72 - 86	7	1,407,246	1,072,747
87 - 100	8	1,573,928	1,199,821
101 - 114	9	1,740,612	1,326,894
115 - 129	10	1,907,294	1,453,967
130 - 143	11	2,073,978	1,581,041
144 - 171	12	2,240,662	1,708,115
172 - 210	13	2,682,875	1,835,188
211 - 248	14	3,167,262	1,962,262
249 - 286	15	3,651,657	2,089,335
NSS Add-on per ADA	-		-

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2025-26	2.30%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,256	1,067	2,258	2,039
Grades 4-6	10,411	-	2,076	1,875
Grades 7-8	10,719	-	2,137	1,930
Grades 9-12	12,423	323	2,541	2,295

ADA & NSS FTE		**2025-26** DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2023-24	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2024-25	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	3 PY AVERAGE ADA	-	-	-	-	-	-	
3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
CURRENT YEAR ADA (before charter shift)								
2025-26	Grades TK-3	-	-	-	-	-	-	-
	Grades 4-6	-	-	-	-	-	-	-
	Grades 7-8	-	-	-	-	-	-	-
	Grades 9-12	-	-	-	-	-	-	-
	CURRENT YEAR ADA	-	-	-	-	-	-	-
CURRENT YEAR NUMBER OF FTE			-	-	-	-	-	

NSS FUNDING CALCULATIONS	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS	Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year					
NSS allowance level	-	-	-	-	-
NSS Allowance using PY	-	-	-	-	-
NSS Add-on using PY	-	-	-	-	-
Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average					
NSS allowance level	-	-	-	-	-
NSS Allowance using 3 PY average	-	-	-	-	-
NSS Add-on using 3 PY average	-	-	-	-	-
Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year					
NSS allowance level	-	-	-	-	-
NSS Allowance using CY	-	-	-	-	-
NSS Add-on using CY	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Total NSS Allowance using CY	-	-	-	-	-	
NSS allowance level >0?	NO	NO	NO	NO	NO	
NSS Allowance if funded as NSS is based on	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr	
NSS Funding	-	-	-	-	-	
NSS ADA Grades TK-3	-	-	-	-	-	
Grades 4-6	-	-	-	-	-	
Grades 7-8	-	-	-	-	-	
Grades 9-12	-	-	-	-	-	
Total	-	-	-	-	-	
NSS allowance Level	-	-	-	-	-	

Funded P2 NSS ADA and NSS Allowances	2025-26 NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
202 **NSS Allowance**						
Third Prior Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2023-24						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2024-25						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Current Year 2025-26						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Funded **NSS allowance Level**	-	-	-	-	-	
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates Base	Rates Grade Span	Amounts Base	Amounts Grade Span	Total
Grades TK-3	-	10,256	1,067	-	-	-
Grades 4-6	-	10,411	-	-	-	-
Grades 7-8	-	10,719	-	-	-	-
Grades 9-12	-	12,423	323	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	-			-	-	-

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						-

RATES 2026-27			12/13 def. rate + COLA for EPA
ADA	Level / # FTE	Allowance	
Elementary			
1 - 24	1	285,836	161,282
25 - 48	2	565,654	322,565
49 - 72	3	845,718	483,846
73 - 96	4	1,125,534	645,128
High School			
1 - 19	1	240,879	130,911
1 - 19	2	343,434	261,822
1 - 19	3	762,878	581,499
20 - 38	4	934,593	712,409
39 - 57	5	1,106,311	843,323
58 - 71	6	1,278,027	974,232
72 - 86	7	1,449,745	1,105,144
87 - 100	8	1,621,461	1,236,056

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2026-27	3.02%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,566	1,099	2,323	2,100
Grades 4-6	10,725	-	2,136	1,931
Grades 7-8	11,043	-	2,199	1,988
Grades 9-12	12,798	333	2,615	2,364

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

635	101 - 114	9	1,793,178	1,366,966
636	115 - 129	10	1,964,894	1,497,877
637	130 - 143	11	2,136,612	1,628,788
638	144 - 171	12	2,308,330	1,759,700
639	172 - 210	13	2,763,898	1,890,611
640	211 - 248	14	3,262,913	2,021,522
641	249 - 286	15	3,761,937	2,152,433
642				
643	NSS Add-on per ADA		-	-

	ADA & NSS FTE		2026-27 DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
646	Third PY ADA (net of charter shift)								
647	2023-24	Grades TK-3	-	-	-	-	-	-	
648		Grades 4-6	-	-	-	-	-	-	
649		Grades 7-8	-	-	-	-	-	-	
650		Grades 9-12	-	-	-	-	-	-	
651		Third PRIOR YEAR ADA	-	-	-	-	-	-	
652	Third PY NUMBER OF FTE			-	-	-	-	-	
653	Second PY ADA (net of charter shift)								
654	2024-25	Grades TK-3	-	-	-	-	-	-	
655		Grades 4-6	-	-	-	-	-	-	
656		Grades 7-8	-	-	-	-	-	-	
657		Grades 9-12	-	-	-	-	-	-	
658		Second PRIOR YEAR ADA	-	-	-	-	-	-	
659	Second PY NUMBER OF FTE			-	-	-	-	-	
660	PRIOR YEAR ADA (net of charter shift)								
661	2025-26	Grades TK-3	-	-	-	-	-	-	
662		Grades 4-6	-	-	-	-	-	-	
663		Grades 7-8	-	-	-	-	-	-	
664		Grades 9-12	-	-	-	-	-	-	
665		PRIOR YEAR ADA	-	-	-	-	-	-	
666	PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
667	THREE PRIOR YEAR AVERAGE (net of charter shift)								
668		Grades TK-3	-	-	-	-	-	-	
669		Grades 4-6	-	-	-	-	-	-	
670		Grades 7-8	-	-	-	-	-	-	
671		Grades 9-12	-	-	-	-	-	-	
672		3 PY AVERAGE ADA	-	-	-	-	-	-	
673	3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
674	CURRENT YEAR ADA (before charter shift)								
675	2026-27	Grades TK-3	-	-	-	-	-	-	-
676		Grades 4-6	-	-	-	-	-	-	-
677		Grades 7-8	-	-	-	-	-	-	-
678		Grades 9-12	-	-	-	-	-	-	-
679		CURRENT YEAR ADA	-	-	-	-	-	-	-
680	CURRENT YEAR NUMBER OF FTE			-	-	-	-	-	

	NSS FUNDING CALCULATIONS		NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
682	Eligibility as a NSS		Eligible	Eligible	Eligible	Eligible	Eligible
683	Type of NSS school		Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
684	NSS Allowance if funded as NSS & on prior year						
685		NSS allowance level	-	-	-	-	-
686		NSS Allowance using PY	-	-	-	-	-
687		NSS Add-on using PY	-	-	-	-	-
688		Total NSS Allowance using PY	-	-	-	-	-
689	NSS Allowance if funded as NSS & on 3 PY average						
690		NSS allowance level	-	-	-	-	-
691		NSS Allowance using 3 PY average	-	-	-	-	-
692		NSS Add-on using 3 PY average	-	-	-	-	-
693		Total NSS Allowance using 3 PY average	-	-	-	-	-
694	NSS Allowance if funded as NSS & on current year						
695		NSS allowance level	-	-	-	-	-
696		NSS Allowance using CY	-	-	-	-	-
697		NSS Add-on using CY	-	-	-	-	-
698		Total NSS Allowance using CY	-	-	-	-	-
699		NSS allowance level >0?	NO	NO	NO	NO	NO
700	NSS Allowance if funded as NSS is based on		Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
701		NSS Funding	-	-	-	-	-
702		NSS ADA Grades TK-3	-	-	-	-	-
703		Grades 4-6	-	-	-	-	-
704		Grades 7-8	-	-	-	-	-
705		Grades 9-12	-	-	-	-	-
706		Total	-	-	-	-	-
707		NSS allowance Level	-	-	-	-	-
708							
709							
710							

	Funded P2 NSS ADA and NSS Allowances		2026-27 NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
713	Best funding option calculated is:		LCFF	LCFF	LCFF	LCFF	LCFF	
714	Selected funding method:		LCFF	LCFF	LCFF	LCFF	LCFF	
715	202 **NSS Allowance**							
716	**Third Prior Year**	2023-24						
717	**NSS ADA**							
718	Grades TK-3		-	-	-	-	-	-
719	Grades 4-6		-	-	-	-	-	-
720	Grades 7-8		-	-	-	-	-	-
721	Grades 9-12		-	-	-	-	-	-
722	**P2 NSS ADA**		-	-	-	-	-	-
723	**Second Prior Year**	2024-25						
724	**NSS ADA**							

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
Prior Year 2025-26								
NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Current Year 2026-27								
NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Funded **NSS allowance Level**	**-**	**-**	**-**	**-**	**-**			
NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	10,566	1,099	-	-	-
Grades 4-6	-	10,725	-	-	-	-
Grades 7-8	-	11,043	-	-	-	-
Grades 9-12	-	12,798	333	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	**-**			**-**	**-**	**-**

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						**-**

RATES	**2027-28**		**12/13 def. rate + COLA for EPA**
ADA	**Level / # FTE**	**Allowance**	
Elementary			
1 - 24	1	295,612	166,798
25 - 48	2	584,999	333,597
49 - 72	3	874,642	500,394
73 - 96	4	1,164,027	667,191
High School			
1 - 19	1	249,117	135,388
1 - 19	2	355,179	270,776
1 - 19	3	788,968	601,386
20 - 38	4	966,556	736,773
39 - 57	5	1,144,147	872,165
58 - 71	6	1,321,736	1,007,551
72 - 86	7	1,499,326	1,142,940
87 - 100	8	1,676,915	1,278,329
101 - 114	9	1,854,505	1,413,716
115 - 129	10	2,032,093	1,549,104
130 - 143	11	2,209,684	1,684,493
144 - 171	12	2,387,275	1,819,882
172 - 210	13	2,858,423	1,955,270
211 - 248	14	3,374,505	2,090,658
249 - 286	15	3,890,595	2,226,046
NSS Add-on per ADA	-	-	

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2027-28	3.42%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,927	1,136	2,403	2,172
Grades 4-6	11,092	-	2,209	1,997
Grades 7-8	11,421	-	2,275	2,056
Grades 9-12	13,236	344	2,705	2,445

ADA & NSS FTE		**2027-28** DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2024-25	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2025-26	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2026-27	Grades TK-3	-	-	-	-	-	-	

	A	B	C	D	E	F	G	H	I	J	K	L	M
1		Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim											
2		**NECESSARY SMALL SCHOOLS (NSS)**											
3		*The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.*										
4													
5													
6		**SECTION 1: DATA NEEDED TO CALCULATE FUNDING**											
815				Grades 4-6		-	-	-	-	-	-		
816				Grades 7-8		-	-	-	-	-	-		
817				Grades 9-12		-	-	-	-	-	-		
818				PRIOR YEAR ADA		-	-	-	-	-	-		
819		PRIOR YEAR NUMBER OF FTE					-	-	-	-	-		
820		THREE PRIOR YEAR AVERAGE (net of charter shift)											
821				Grades TK-3		-	-	-	-	-	-		
822				Grades 4-6		-	-	-	-	-	-		
823				Grades 7-8		-	-	-	-	-	-		
824				Grades 9-12		-	-	-	-	-	-		
825				3 PY AVERAGE ADA		-	-	-	-	-	-		
826		3 PRIOR YEAR NUMBER OF FTE					-	-	-	-	-		
827		CURRENT YEAR ADA (before charter shift)											
828		2027-28		Grades TK-3		-	-	-	-	-	-	-	
829				Grades 4-6		-	-	-	-	-	-	-	
830				Grades 7-8		-	-	-	-	-	-	-	
831				Grades 9-12		-	-	-	-	-	-	-	
832				CURRENT YEAR ADA		-	-	-	-	-	-	-	
833		CURRENT YEAR NUMBER OF FTE					-	-	-	-	-		
834		**NSS FUNDING CALCULATIONS**					NSS 1	NSS 2	NSS 3	NSS 4	NSS 5		
835		Eligibility as a NSS					Eligible	Eligible	Eligible	Eligible	Eligible		
836		Type of NSS school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS		
837		NSS Allowance if funded as NSS & on prior year											
838				NSS allowance level			-	-	-	-	-		
839				NSS Allowance using PY			-	-	-	-	-		
840				NSS Add-on using PY			-	-	-	-	-		
841				Total NSS Allowance using PY			-	-	-	-	-		
842		NSS Allowance if funded as NSS & on 3 PY average											
843				NSS allowance level			-	-	-	-	-		
844				NSS Allowance using 3 PY average			-	-	-	-	-		
845				NSS Add-on using 3 PY average			-	-	-	-	-		
846				Total NSS Allowance using 3 PY average			-	-	-	-	-		
847		NSS Allowance if funded as NSS & on current year											
848				NSS allowance level			-	-	-	-	-		
849				NSS Allowance using CY			-	-	-	-	-		
850				NSS Add-on using CY			-	-	-	-	-		
851				Total NSS Allowance using CY			-	-	-	-	-		
852				NSS allowance level >0?			NO	NO	NO	NO	NO		
853		NSS Allowance if funded as NSS is based on					Current Yr	Current Yr	Current Yr	Current Yr	Current Yr		
854				NSS Funding			-	-	-	-	-		
855				NSS ADA	Grades TK-3		-	-	-	-	-		
856					Grades 4-6		-	-	-	-	-		
857					Grades 7-8		-	-	-	-	-		
858					Grades 9-12		-	-	-	-	-		
859					Total		-	-	-	-	-		
860				NSS allowance Level			-	-	-	-	-		
861													
862													
863													
864								2027-28					
865		**Funded P2 NSS ADA and NSS Allowances**					NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL	
866		Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF		
867		Selected funding method:					LCFF	LCFF	LCFF	LCFF	LCFF		

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

Charts and Graphs

Charts and graphs provided on this tab represent one computational methodology and are not intended to set or communicate any standards of the California Department of Education (CDE) or the Fiscal Crisis and Management Assistance Team (FCMAT). **The Graphs tab remains unprotected to allow editing for local standards.**

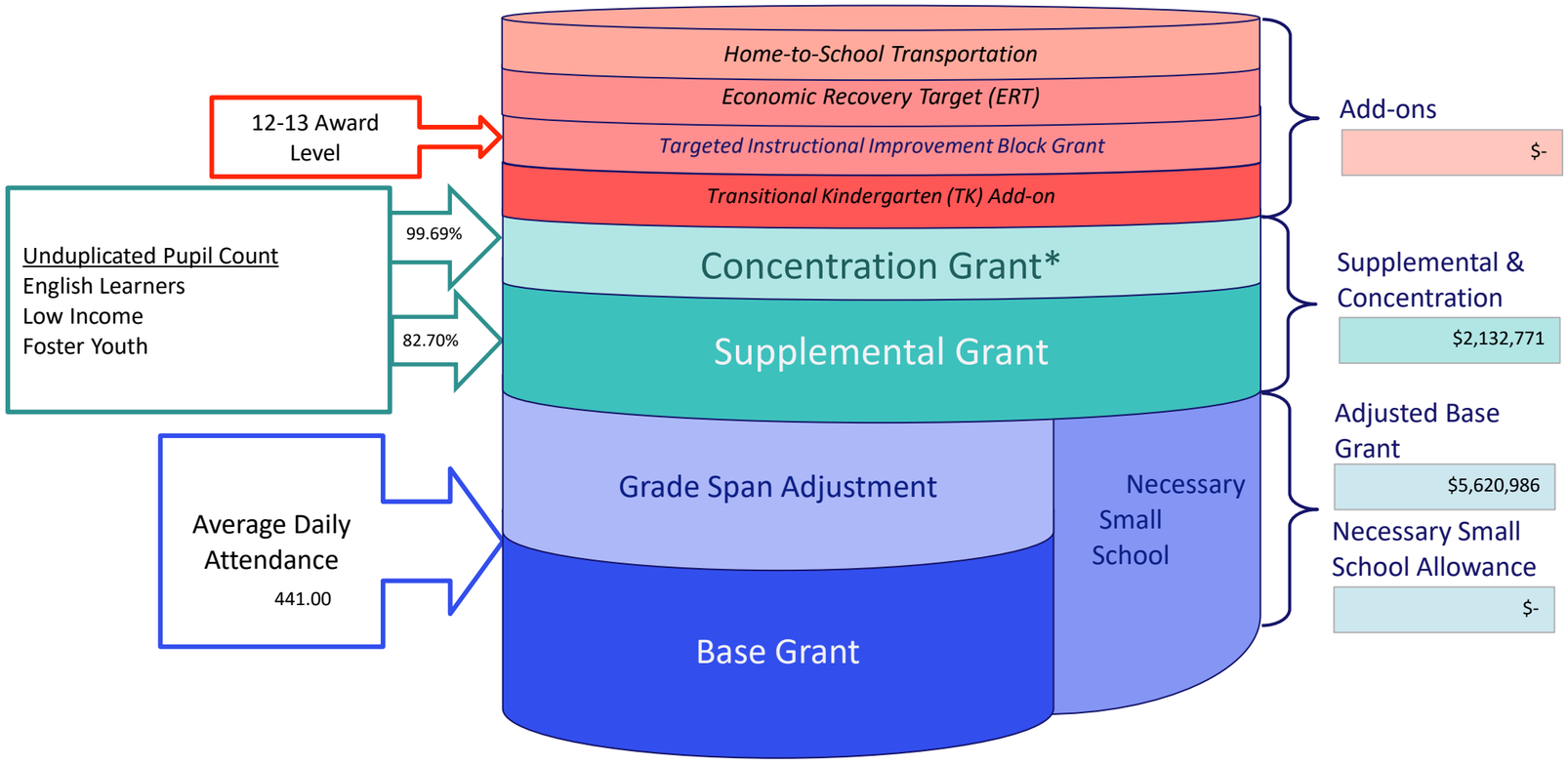
2025-26

Change the fiscal year here to update all of the charts and graphics on this page that only display one fiscal year.

Components of LCFF Entitlement

		2025-26				
Base Grant	$	5,478,543			441.00	ADA
Grade Span Adjustment	$	142,443		$	5,620,986	Adjusted Base Grant
Supplemental Grant	$	1,120,712	99.69%			
Concentration Grant	$	1,012,059	82.70%	$	2,132,771	Supplemental & Concentration
Allowance: Necessary Small School	$	-		$	-	Allowance
Add-on: Targeted Instructional Improvement Block Grant	$	-				
Add-on: Home-to-School Transportation	$	-				
Add-on: Small School District Bus Replacement Program	$	-		$	-	Add-ons
Add-on Economic Recovery Target	$	-				
Add-on: Transitional Kindergarten	$	-				
Total	$	7,753,757		$	7,753,757	

Total LCFF Funding: $7,753,757



*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

Charts and Graphs

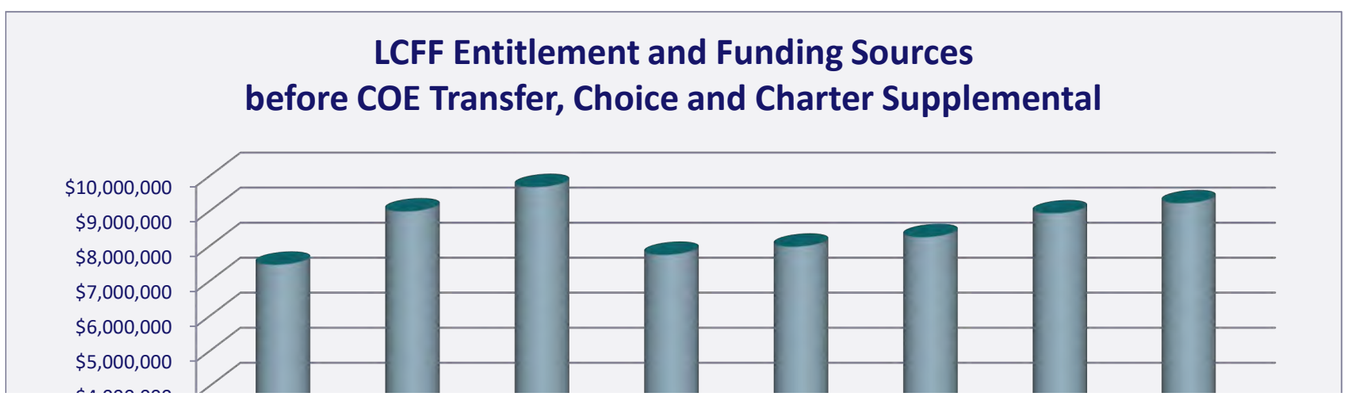
Supplemental Grant Calculation-EC 42238.02 (e)

2025-26	Base Grant *a*	Grade Span Adjustment *b*	Supplemental Grant Factor *c*	Maximum Supplemental Grant Rate per ADA (100% UPP) *d = (a+b) x c*	Unduplicated Pupil Percentage *e*	Effective Supplemental Grant Rate *f = (a+b) x c x e*	ADA *g*	Supplemental Grant *h = f x g*
*Grades TK-3	$ 10,256	$ 1,067	20.00%	$ 2,264.60	99.69%	**$ 2,257.58**	-	**-**
Grades 4-6	$ 10,411	$ -	20.00%	$ 2,082.20	99.69%	**$ 2,075.75**	-	**-**
Grades 7-8	$ 10,719	$ -	20.00%	$ 2,143.80	99.69%	**$ 2,137.15**	-	**-**
*Grades 9-12	$ 12,423	$ 323	20.00%	$ 2,549.20	99.69%	**$ 2,541.30**	441.00	**1,120,712**
*Base Grant + Grade Span								**$ 1,120,712**

Concentration Grant Calculation-EC 42238.02 (f)

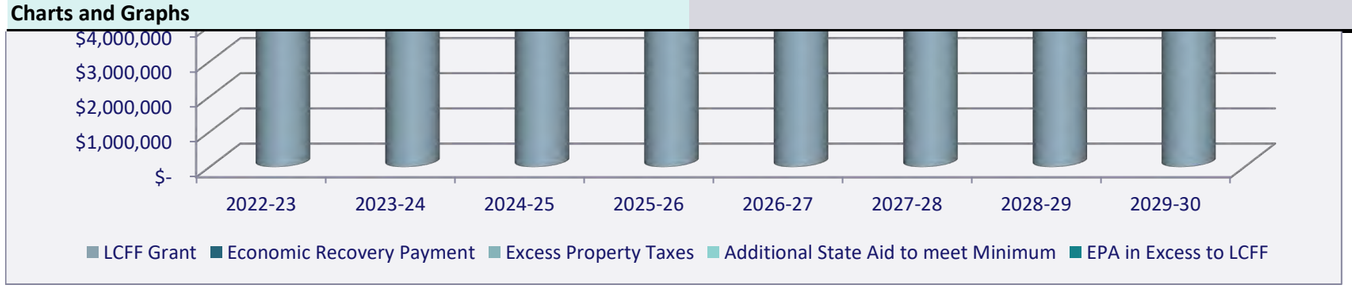
2025-26	Base Grant *a*	Grade Span Adjustment *b*	Concentration Grant Factor *c*	Maximum Concentration Grant Rate per ADA (100% UPP) *d = (a+b) x c x 45%*	Unduplicated Pupil Percentage greater than 55% *e = UPP - 55%*	Effective Concentration Grant Rate *f = (a+b) x c x e*	ADA *g*	Concentration Grant *h = f x g*
*Grades TK-3	$ 10,256	$ 1,067	65.00%	$ 3,311.98	27.70%	**$ 2,038.71**	-	**-**
Grades 4-6	$ 10,411	$ -	65.00%	$ 3,045.22	27.70%	**$ 1,874.50**	-	**-**
Grades 7-8	$ 10,719	$ -	65.00%	$ 3,135.31	27.70%	**$ 1,929.96**	-	**-**
*Grades 9-12	$ 12,423	$ 323	65.00%	$ 3,728.21	27.70%	**$ 2,294.92**	441.00	**1,012,059**
*Base Grant + Grade Span								**$ 1,012,059**

Funding Sources	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Excess Property Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional State Aid to meet Minimum	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EPA in Excess to LCFF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Economic Recovery Payment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCFF Grant	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802
Total General Purpose Funding	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802

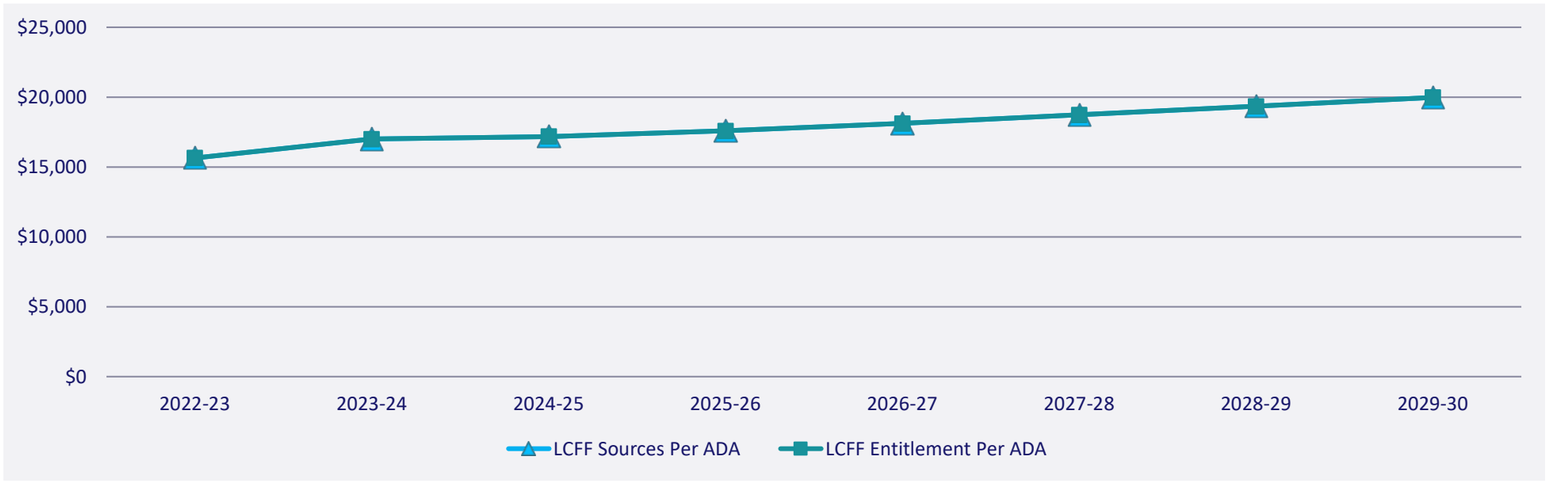


Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

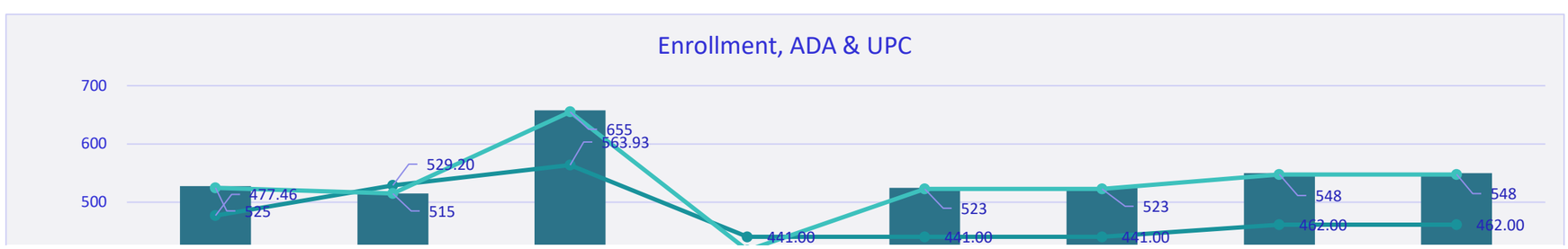
Charts and Graphs



LCFF Entitlement per ADA								
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Funded ADA (LCFF & NSS)	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
LCFF Sources per ADA, including NSS	$ 15,645.14	$ 16,995.48	$ 17,185.08	$ 17,582.22	$ 18,109.88	$ 18,729.94	$ 19,351.72	$ 19,977.93
Net Dollar Change per ADA		$ 1,350.34	$ 189.60	$ 397.13	$ 527.66	$ 620.06	$ 621.78	$ 626.21
Net Percent Change		8.63%	1.12%	2.31%	3.00%	3.42%	3.32%	3.24%
Estimated LCFF Entitlement per ADA (excludes minimum state aid)	$ 15,645.14	$ 16,995.48	$ 17,185.08	$ 17,582.22	$ 18,109.88	$ 18,729.94	$ 19,351.72	$ 19,977.93
Net Change per ADA		$ 1,350.34	$ 189.60	$ 397.13	$ 527.66	$ 620.06	$ 621.78	$ 626.21
Net Percent Change		8.63%	1.12%	2.31%	3.00%	3.42%	3.32%	3.24%

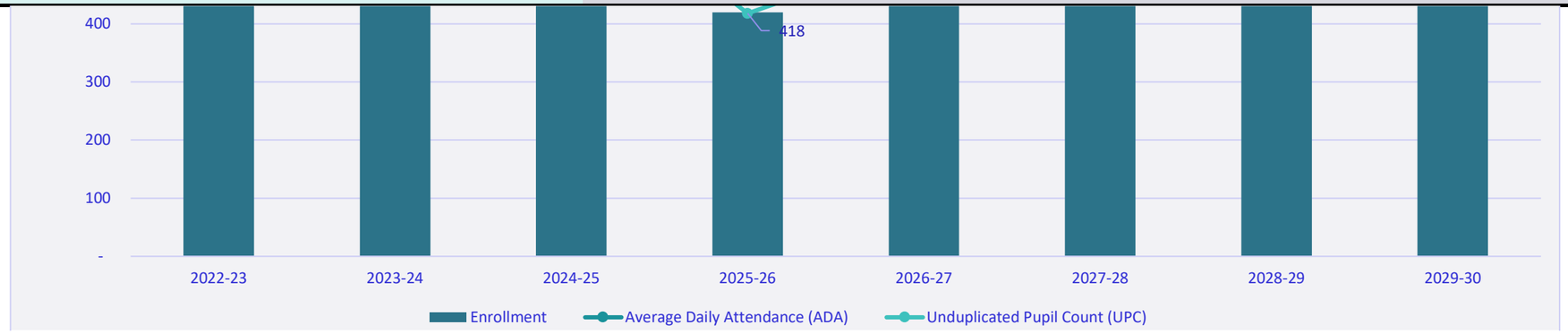


Student Summary, excluding COE								
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Enrollment	528	515	658	420	525	525	550	550
Unduplicated Pupil Count (UPC)	525	515	655	418	523	523	548	548
Average Daily Attendance (ADA)	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00



Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

Charts and Graphs



Appendix 35: 2024-25 P-2 Attendance Report

P-2 Cutoff	8										
Grade	Total Days	Days NE	Total Days - Days NE	Days Absent	Days Apportioned	% Apportionment	Total ADA	Days IS P	Days site-based P	IS ADA	Site-based ADA
9	95733	12027	83706	15589	68117	81.376%	**516.04**	0	68117	0.00	516.04
10	4370	280	4090	697	3393	82.958%	**25.70**	0	3393	0.00	25.70
11	630	24	606	80	526	86.799%	**3.98**	0	526	0.00	3.98
12	3095	253	2842	439	2403	84.553%	**18.20**	0	2403	0.00	18.20
9-12 Total	103828	12584	91244	16805	74439	81.582%	**563.93**	0	74439	0.00	563.93
Total	103828	12584	91244	16805	74439	81.582%	**563.93**	0	74439	**0.00**	**563.93**

		TK/K-3	4-6	7-8	9-12	Total
Regular Classroom-based ADA	B-1	0.00	0.00	0.00	563.93	563.93
Regular Nonclassroom-based ADA	C-1	0.00	0.00	0.00	0.00	0.00
Total ADA	D-1	0.00	0.00	0.00	563.93	563.93
Classroom-based ADA for TK	E-1	0.00				0.00
Nonclassroom-based ADA for TK	E-2	0.00				0.00
ADA for TK	E-3	0.00				0.00

IS ADA % Check
0.00%

EscuelaPopular
Educates to transform lives.

Escuela Popular/ ~~Family Learning Center~~ Center for Training and Careers, Family Learning Center ~~Charter School~~

EscuelaPopular
Educates to transform lives.

Charter Renewal Petition

Submitted to:

East Side Union High School District ~~January 29, 2018~~
December 17, 2025

For a Requested Charter Term of:
~~July~~ July 1, 2026~~2018~~ – June 30, 2031~~2023~~

Primary Contact
Patricia Reguerin
Executive Director, Escuela Popular

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EPCTC

Appendices

Appendix 1: Resolution and Board Minutes Approving ~~*are an integral part of the EPCTC*~~ *Charter Renewal Petition* Appendix 2: Certification of Charter Renewal Petition

Appendix 3: Partnership Agreement Appendix 4: Letters of Support

Appendix 5: WASC Self-Study, Mid-Cycle Visit Committee Report, Confirmation Letter
Appendix 6: Mandated and Required Training Report Appendix 7: School Climate and Culture Calendar
Appendix 8: Course Description/Scope and Sequence/Curriculum Maps Appendix 9: Dual Enrollment Agreement
Appendix 10: Student and

Escuela Popular Family Handbook Learning Center
Patricia Reguerin, Executive Director
149 N. White Road. San Jose. CA 95127
Phone: (408) 426-6593/Fax: (408)275-1533
www.escuelapopular.org

January 29, 2018

J. Manuel Herrera
President
Board of Trustees
East Side Union High School District
830 North Capital Avenue
San Jose, CA 95116

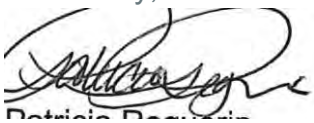
Dear President J. Manuel Herrera:

Enclosed you will find Escuela Popular/Center for Training and Careers Family Learning Center's (hereinafter "Escuela Popular" or "EPCTC") application for charter renewal. Escuela Popular is eligible for renewal because EPCTC fell under the Alternative Schools Accountability Model (ASAM) designated to "provide a framework for accountability for alternative schools serving very high-risk populations" (source: www.cde.ca.gov).

In addition, Escuela Popular meets the charter renewal criteria established by East Side Union High School District. Escuela Popular prepared this application for renewal based on the district's criteria.

Please contact me at (408) 426-6593 if you have any questions regarding this application. Thank you in advance for your serious consideration of our application. We look forward to continue working with the district to transform lives through education.

Sincerely,



PatriciaReguerin
Executive Director

~~Charter School Renewal Performance Report~~

Charter School Renewal Performance Report

Achievements

I. Effective School Model

Escuela Popular Center for Training and Careers instructional model has been effective at providing a safe learning environment where students can thrive at their own pace. EPCTC recognizes that no individual can be academically successful unless personal critical issues and needs such as poverty, immigration status, housing, and language isolation are addressed; therefore, the school presents a challenging and relevant education through a framework shaped by understanding the day-to-day life circumstances of the students and providing additional support services.

EPCTC typically serves recent immigrants or long-time East San Jose Residents, who are working adults, who may also have parenting responsibilities, are head of households, and have interrupted cycles of education. Most students are English Learners, whose primary language is Spanish.

Some highlights of EPCTC's results:

- EPCTC showed strong consistency in growth of credit completion over the past five years, reaching an average of 72.7% credit completion rate. This is especially important given the high mobility and educationally-disadvantaged student population served.
- Average daily attendance percentage has remained consistent over the last five years at an average of 81.4%.
- Over the course of the years, EPCTC students have maintained constant gains toward reaching their growth targets in both Mathematics and Reading. Growth is evaluated using the N.W.E.A. M.A.P. tests; 53% of students have reached their growth targets in Mathematics and 51% have reached their growth targets in Reading.

II. Consistent Student Growth

Overall, students have consistently demonstrated improvement in academic achievement. Evaluated with the N.W.E.A. M.A.P. pre and post reading tests, which measure Lexile (reading comprehension) level, students grow an average of at minimum one grade level in Reading. Student achievement is also reflected in graduation rates. On average, 74% of seniors satisfy all graduation requirements and earn a high school diploma. This achievement is significant given that many of the students are head of households, are parenting, and/or have full-time employment.

EPCTC serves primarily working adults who are English Learners and require intensive ELD support. Students successfully advance in their ELD courses through developmentally designed

and relevant curriculum to accelerate language acquisition. In Math, the Algebra Readiness Math Module program has prepared students for success in Algebra and Integrated Mathematics.

The transition from E.L.D. courses to the first core English course has been difficult for numerous students. Therefore, ELD and English core teachers are collaborating and communicating, working toward the alignment of goals, objectives, and integration of effective instructional practices, such as emphasizing Foundational Skills, a school-wide Academic Vocabulary Program that introduces key academic vocabulary to increase literacy, and scaffolding rich text.

III. Meaningful and Relevant Instructional Practices

For 90% of students, EPCTC is the first school they attend in the United States. Upon arrival, students take an initial assessment in ELA and Math. If they place in the beginning levels of ELD, they are automatically classified as 9th graders. Most students come with an educational background equivalent to the 3rd grade level in ELA and Math. EPCTC is designed in a quarter system, that allows students to be assessed every nine weeks and promoted to the next level when they demonstrate mastery of key concepts. Students can move through the program at their pace, with content delivered in sequence. Once students have acquired an emerging level in English, they are enrolled in core high school level courses.

Strengths in teaching and learning:

- Core subject teachers collaborate with ELD teachers to ensure students transitioning from ELD to core courses are prepared and supported once enrolled in core classes.
- Intensive focus on literacy and foundational skills to increase student achievement by using Lexile levels and selected reading strategies.
- Explicit focus on increasing numeracy skills through the Algebra Readiness Math Module program that fills in the gaps, preparing students for success in core math courses.
- Integration of technology software and hardware to support instruction.
- Use of formative and summative assessment data to guide instruction.

IV. Ongoing Formative Assessments

EPCTC teachers utilize multiple and varied benchmark assessments aligned to the curriculum to monitor student progress. Through the coordination of the Assessment Department, students participate in all required local and state assessments. All student achievement data is to all instructional staff and administrators, via online student information systems, supporting in guiding instruction and providing professional development.

V. Innovative Leadership Development Model

EPCTC has developed and implemented a job-embedded leadership professional development institute that provides school leaders the tools to be reflective, collaborative, congruent, and able

to effectively manage multiple projects. The leadership team has grown in number and capacity. EPCTC has invested in developing leaders from within the organization to continue to meet the unique and changing needs of our students and staff. All internal and external strategic plans, such as LCAP and WASC Self Study, are organized and written by the school's leadership team, along with the input and participation of all stakeholders.

VI. Areas of Growth

The 2017/2018 WASC Self Study identified three critical learning needs:

- Students leave school prior to completing graduation requirements.
- Between 50% - 60% of students do not meet their NWEA Annual Growth Target in Reading and Mathematics.
- 90% of students are immigrant students whose primary language is Spanish and Escuela Popular is their first U.S. school.

As a staff, EPCTC has committed to working toward the following three goals:

- Increase engagement and retention of students by providing students with a system to understand and track their academic progress toward mastery of learning goals, measured by formative and summative performance-based assessments.
- Increase student achievement towards meeting 21st Century Skills and College and Career Readiness through aligned and clearly articulated instructional objectives in content and skills that are sequential from simple to complex and relevant to student needs.
- Increase student retention, community college enrollment and post-graduate success by providing resources to support academic, well-being and socio-economic needs.

~~Evaluation of Charter School Program and Progress~~

Evaluation of Charter School Program and Progress

Eligibility for Charter Renewal

ASAM Status:

Beginning in 2006-2007, EPCTC fell under the Alternative Schools Accountability Model (ASAM) designated to "provide a framework for accountability for alternative schools serving very high risk populations" (source: www.cde.ca.gov). EPCTC has selected the following indicators for accountability purposes:

- Credit Completion: EPCTC uses PowerSchool to track credit completion progress.
- Academic Progress in Mathematics and English Language Arts: EPCTC uses "value added testing" in the form of the N.W.E.A. MAP computer adaptive tests to report student academic progress.

Escuela Popular will be using these academic indicators to show significant improvement in achievement.

Below is a summary of EPCTC student demographics, academic achievement results along with supplemental information related to California and Federally mandated measures of progress:

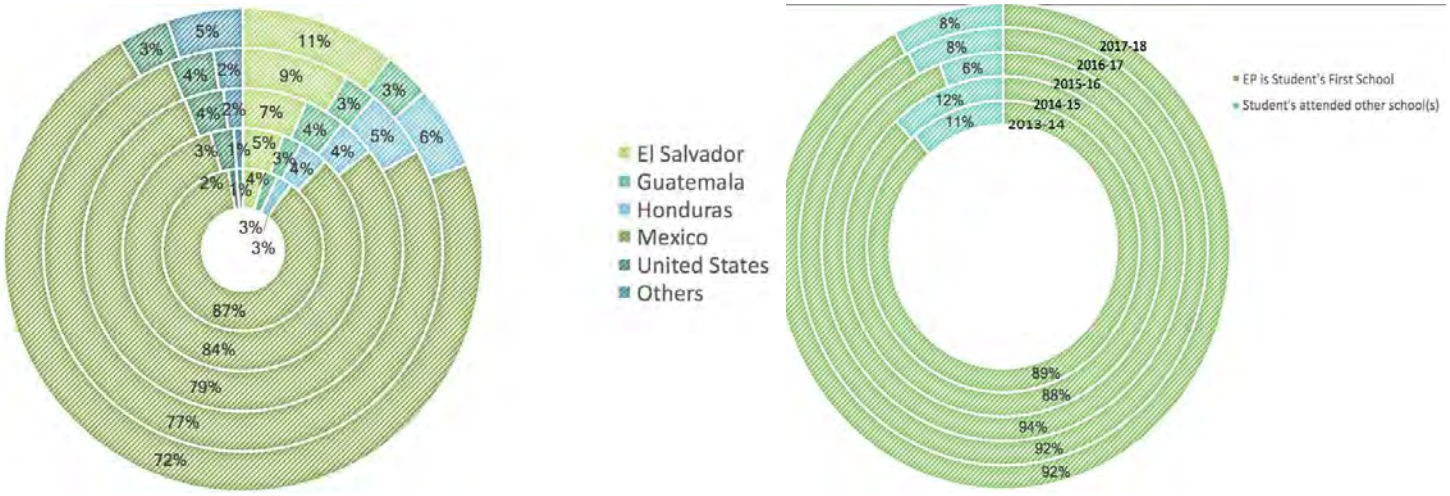
EPCTC educational approach has been centered around it's target adult student population needs, status, and issues they face. Critical issues students face include:

- poverty
- language isolation from the dominant culture
- immigration issues and resulting insecurities
- culture shock resulting in a feeling of disempowerment and dependency
- life threatening travel to the US resulting in trauma
- family separation
- frequently interrupted educational cycle

Student Demographics:

Escuela Popular/Center for Training and Careers Learning Center continues to serve a student population that migrated from Latin America, whose first U.S. school is Escuela Popular, who are English Learners, and socioeconomically disadvantaged, see charts below.

CTC by Birth Country: **CTC by Prior School Enrollments in the U.S.:**

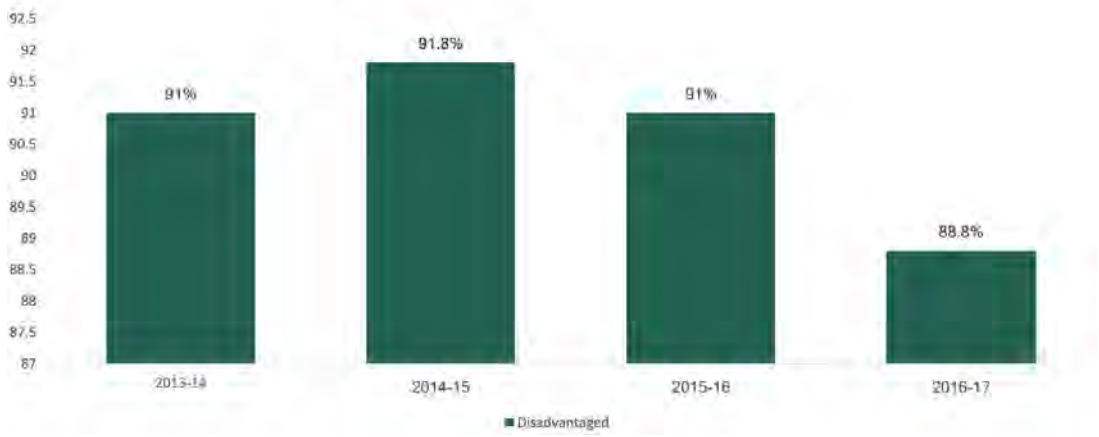


CTC Language Proficiency:

Primary Language	2013-14	2014-15	2015-16	2016-17
EL	970	874	796	709
EO	3	0	1	1
IFEP	0	1	1	0
RFEP	3	8	7	1
TBD	0	7	7	3

Since its inception EPCTC has served a large portion of students who are identified as socioeconomically disadvantaged, the chart below shows an average of 90.7% students identified as socioeconomically disadvantaged over the last 4 years.

CTC Students Identified as Socioeconomically Disadvantaged:



Achievement Data:

The Academic Indicators selected by the school to demonstrate academic progress are the following:

- Credit Completion Rates
- Reading Comprehension Growth (Lexile Scores)
- Math Achievement (NWEA MAP Math RiT scores)
- Graduation Rate (12th grade completion)

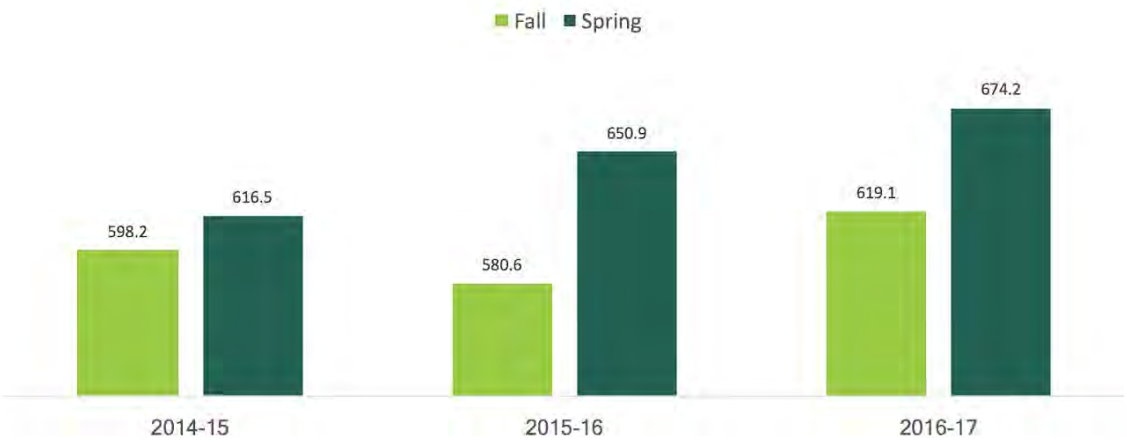
EPCTC showed strong consistency in credit completion over the past 5 years with an average of 72.7% this is especially important given the high mobility and educationally disadvantaged student population served.

CTC Percentage of Credits Earned:

As indicators of success in improving Mathematics and Reading comprehension levels, EPCTC implements a locally administered, norm referenced, and value-added test of Measures of Academic Progress (MAP) from the Northwest Evaluation Association (N.W.E.A.). This assessment indicates an annual pre- and post-test to measure individual student academic improvement and grade level achievement . Data from the assessments become part of the data-based inquiry process used by the faculty at EPCTC to ensure continuous improvement, making changes to both curricular and instructional practices.

Through the use of N.W.E.A. pre and post reading tests, EPCTC students demonstrate on average an increase of at least one reading grade level annually. This growth is significant given that many of our students are head of their households and/or have full-time jobs. As referenced in the chart below, over the past two years, there has been an increase of 50+ Lexile points, which is indicative of programmatic achievement, and is exceeds the national "normal and expected" annual reading growth of 31 points.

CTC Average Fall and Spring Lexile Scores for Students Pre and Post-Test:



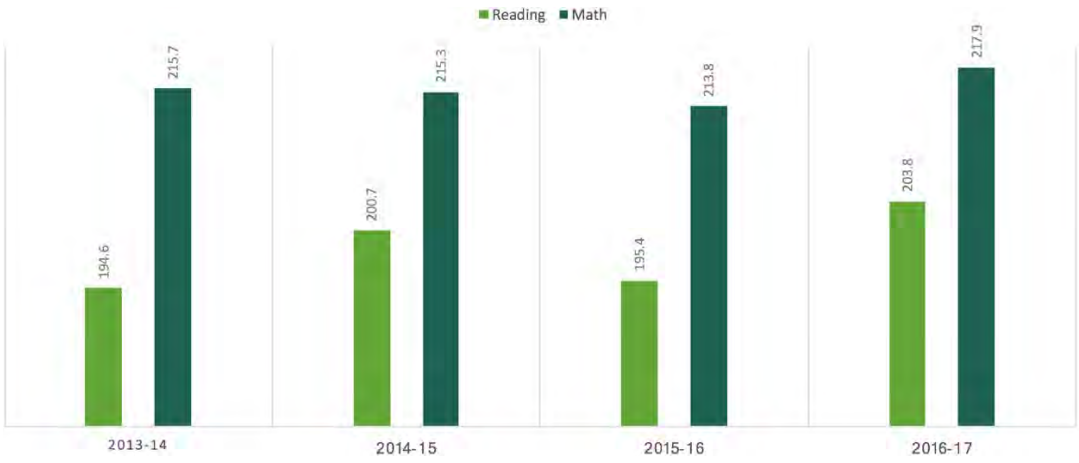
~~EPCTC students have exhibited consistent improvement in achievement in Reading and Mathematics proficiencies over the course of the last five years. Based on the N.W.E.A. Measures of Academic Progress (MAP) exams from 2012-2017, students in all grade levels showed gains in reading and mathematics proficiency. Overall, the mean scale score for students has shown consistent growth from year to year.~~

~~***In***~~ ***Appendix 11: Professional Development Collaboration Meeting Schedule Appendix 12: Instructional Minutes Certification***
Appendix 13: SEIS Report of Students and Services Provided
Appendix 14: EDCOE SELPA Letter of Good Standing Appendix 15: Special Education Service Provider Contracts Appendix 16: Facility Inspection Tool and Facility Safety Appendix 17: Local Control and Accountability Plan Appendix 18: Course Sequence and A-G Approved Courses Appendix 19: Assessment Calendar
Appendix 20: Student Accountability Report Card
Appendix 21: Articles of Incorporation, Bylaws, Conflicts of Interest Code Appendix 22: Board Member Biographies
Appendix 23: Organizational Chart Appendix 24: Employee Handbook Appendix 25: Evaluation Tool for Staff Appendix 26: Proof of Insurance Appendix 27: School Safety Plan
Appendix 28: Intent to Enroll Form Appendix 29: Enrollment Form Appendix 30: Classified Retirement Plan
Appendix 31: Benefits for Certificated and Classified Staff Appendix 32: Classified and Certificated Staff Salary Scales Appendix 33: Lease Agreement
Appendix 34: Multi-Year Budget Projection with Cash Flow and Local Control Funding Formula Calculator
Appendix 35: 2024-25 P-2 Attendance Report

Affirmations and Declaration

~~2013, the Reading mean scale score was 194.6 and 203.8 in 2017 – revealing an increase of 9.2 RiT points. Growth is also evident in Mathematics, in 2013 the score was 215.7 and 217.9 in 2017 – demonstrating a 2.2 increase. The increases in RiT averages, proves that school-wide changes in instruction and curriculum have had a positive impact in student achievement over the course of the last 4 years.~~

~~CTC NWEA RiT Scores in English Language Arts & Mathematics:~~

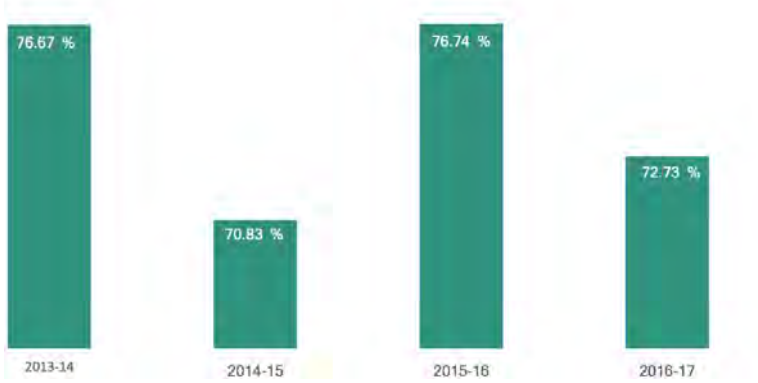


On average, 74% of seniors who begin the school year as seniors complete the all graduation requirements and earn their high school diploma. It is important to highlight this significant achievement because despite the daily demands expected of working and parenting adults, the commitment to successfully meet the challenging graduation requirements is impressive. EPCTC graduation requirements and time commitments are more challenging than neighboring adult education programs. Recent and continued growth in Senior graduation rates are attributed to the work of academic counselors' focus on the following:

- developing academic plans,
- quarterly classroom presentations,
- individual meetings between counselor and student to review progress towards graduation,
- post graduate goal setting,

The overall alignment of curriculum has improved learning and retention rates.

CTC 12th Grade Graduation Rate



~~Assurances~~

~~Assurances~~

As the authorized lead petitioner (See Appendix 1 Resolution for Charter Renewal Petition with Board Minutes), I , Patricia Reguerin, ~~representative of the applicant, I~~ hereby certify that the information submitted in this petition for renewal of ~~application for~~ a California public charter school named for Escuela Popular/Center for Training and Careers Family Learning Center (the "Charter School,"~~Center's (hereinafter~~ "Escuela Popular" or "EPCTC"), located within the boundaries of the East Side Union High School District (the "District" of "ESUHSD"), operated by Escuela Popular del Pueblo,"~~)~~ is true to the best of my knowledge and belief; I also certify that this renewal petition~~application~~ does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to ~~the school~~:

1. The Charter School shall~~Will~~ meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section §60605, and any other Statewide Standards~~statewide standards~~ authorized in statute, or student assessments applicable to students in non-charter public schools [Ref. Education Code 47605(d)(1)].~~.~~

~~Will~~

2. The Charter School declares that Escuela Popular del Pueblo shall be deemed the exclusive public school employer of the employees of the Charter School~~charter school~~ for the purposes of the Educational Employment Relations Act [Ref. Education Code 47605(c)(6)].~~(Chapter 10.7 (commencing with §3540) of Division 4 of Title 4 of Title 1 of the Government Code.~~

~~Will~~

3. The Charter School shall be nonsectarian in its programs, admission~~admissions~~ policies, employment practices, and all other operations. [Ref. Education Code 47605(e)(1)].

~~4. The Will not charge tuition, fees, or other mandatory payments for attendance at Escuela Popular or for participation in programs that are required for students.~~

1. ~~Will~~ **Charter School** shall not charge tuition [Ref. Education Code 47605(e)(1)].

~~5.~~4. The Charter School shall admit all students who wish to attend the Charter School~~school, and who submit a timely application,~~ unless the Charter School~~school~~ receives a great number of

applications than~~that~~ there are spaces for students, in which case it~~each applicant~~ will hold~~be given equal chance of admission through~~ a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission~~. Admission~~ to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within~~his or her parents with~~ the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)].

~~6.~~5. The Charter School shall~~Will~~ not discriminate ~~against any student~~ on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, sexual orientation, nationality, race or ethnicity, religion~~, sexual orientation~~, or any other characteristic that is contained in the definition of hate crimes set form in the Section 422.55 of the

422.55 of the Penal code, including immigration status, or association with an individual who has any of the aforementioned characteristics) [Ref. Education Code Section 47605(e)(1)].

7. The Charter School shallWill adhere to all applicable provisions of Federal Law relatedstate and federal law as relating to students with disabilities, including, but not limited to, the Individuals with Disabilities in Education Improvement Act or 2004 ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Title II of the Americans with Disabilities Act.

8.6. Will adhere to all applicable provisions of 1990 ("ADA").federal laws relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76,

2. The Charter School shall ensure that teachers in the charter school shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the District. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)].

The Charter School shall§5; and MGL c. 89, 71 § (f) and (l).

~~9.~~7. ~~Will~~ meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary. [Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)].

3. The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment [Ref. Education Code Sections 47612(b) and 47610].

4. The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

~~10.~~ The Charter School shall~~Will ensure that teachers in the school hold a Commission on Teacher Credentialing certificate permit, as required by law.~~

~~11. Will operate in compliance with generally accepted government accounting principles.~~

~~12. Will at all times maintain all necessary and appropriate insurance coverage.~~

~~13. Will offer at least the minimum amount of instructional time at each grade level, as required by law.~~

~~14.~~8. ~~Will~~ maintain accurate and contemporaneous written records that document all pupil~~student~~ attendance and make these records available for audit and inspection [Ref. Education Code Section 47612.5(a)(2)].~~.~~

~~15.~~9. The Charter School shall,~~Will~~ on a regular basis, consult with its parents and teachers regarding the Charter School's education programs [Ref. Education Code Section 47605(d)].~~.~~

~~16.~~10. If a pupil is expelled or leaves the Charter School ~~charter school~~ without graduating or completing the school year for any reason, the Charter School~~charter school~~ shall notify the superintendent of the school district of the pupil's last known address with thirty (30) days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, inducing report cards or a transcript of grades, ~~or report card~~ and health information. If the pupil is subsequently expelled or leaves the school district without graduating

or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)].

5. The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities [Education Code Sections 47605 and 47605.1].

6. The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, et seq. ("CPRA").

7. The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

8. The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, et seq. (the "Brown Act").

~~17.~~ The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not ~~Will follow any and all other federal, state, and local laws and regulations that pertain to the applicant or the operation of the charter school.~~

9. ~~Should the charter renewal be granted, the School will provide~~ a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

~~18.~~11. The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or require a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing ~~written notice of the approval and~~ a copy of the ~~renewal petition to the County Superintendent of Schools, the~~ California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years~~, and the State Board~~ of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]~~Education.~~

10. The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1 ("Section 1090").

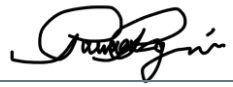
11. The Charter School shall comply with the Political Reform Act, Government Code Section 81000, et seq. ("PRA").

12. The Charter School shall comply with Education Code Section 51744, et seq. related to independent study, as applicable.

13. The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

14. The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

15. The Charter School shall, at all times, maintain all necessary and appropriate insurance coverage.



Date 12/11/25

Patricia Reguerin, Lead Petitioner

(See Appendix 2 Certification for **Charter Renewal Petition**.)

Authorized Representative's Signature Dale

Executive Summary ~~Table~~

Executive Summary Table

Per Education Code 47607(a)(2), the renewal petition contained herein has a reasonably comprehensive description of all new requirements of charter schools enacted into law after the charter was last renewed. It also contains updates to reflect changes in the school's program since the charter was last renewed.

In addition to correcting typos and making stylistic changes, EPCTC has made the following changes to its charter. A redlined version of the charter with changes specifically identified has also been supplied.

Page	Change to Charter Petition
Throughout charter	Added governing law language to each element.
Throughout charter	Removed references to No Child Left Behind and to NCLB since the law was replaced by the Every Student Succeeds Act.
Throughout charter	Changed language to reflect adoption of Common Core State Standards.
	Removed former element 15 (Labor Relations) per Ed. Code Section 47605.
Element A	
5	Updated demographic information.
6	Updated Scans Report to 2017
6	Inserted the following language: "have basic skills, thinking skills, and personal qualities. In addition to these skills, we will prepare students with the five competencies: Resources, Interpersonal, Information, Systems, and Technology."
7-8	Added Descriptions for Support with Basic Needs, added description and chart for Broad Curriculum Content
9	Added and revised Description of Instructional Approaches and Strategies section
10	Added title of Description of Learning Setting, added title of Description Program Aligned to School's Vision and Mission
11	Added title Description of Curriculum Aligned to Student Performance Standards
12	Added and revised Plan to Support Students Not Meeting Pupil Outcomes section
13	Added title Instructional Design and Strategies Based Upon Successful Strategies or Research
14	Revised Instructional Strategies for English Learners section
15	Revised Instructional Strategies for Special Education section
16	Added Description for Annual Goals and Annual Action to Achieve Goal

	~~for Subgroups~~
~~16~~	~~Updated Transferability of Courses to Other Public High Schools~~
~~16-17~~	~~Updated Eligibility of Courses to Meet College Entrance Requirements, identified courses that are A-G approved and outlined plan for securing A-G approval for remaining courses.~~
~~Element B~~	
~~18~~	~~Added language to Pupil Outcomes Aligned to State Content & Performance Standards~~
~~18-19~~	~~Added Measurable Exit Outcomes of Academic Skill and Non-Academic chart~~
~~20-21~~	~~Added Concise List of Specific Exit Outcomes & Skills chart~~
~~22~~	~~Added Benchmark and Specific Classroom-Level Skills language~~ ~~Added Mission & Vision Align to Assessments language~~ ~~Updated College-bound students wishing to attend California colleges or universities will have the opportunity to take courses that meet the "A-G" requirements~~
~~23~~	~~Added School-Wide Student Performance Goals section~~
~~23~~	~~Added Acknowledgment That Exit Outcomes and Performance Goals May Need Modifications~~ ~~Updated Graduation Requirements changing PE to 10 required credits and total credits to 190~~
~~24~~	~~Updated W.A.S.C. Accreditation Standards~~
~~Element C~~	
~~25~~	~~Updated Learning Outcomes, Assessment Tool, and Assessment Schedule and Added Alignment to Mission, Exit Outcomes, and Curriculum~~
~~26-27~~	~~Added Multiple, Valid, and Reliable Measures (Internal & External)~~ ~~Added Minimal Required Performance Level Necessary to Attain Each Standard~~ ~~Added Plan for Collecting, Analyzing, and Reporting of Data~~
~~Element D~~	
~~28~~	~~Clarified board member responsibilities.~~ ~~Added affirmation re compliance with the Brown Act and the Political Reform Act.~~ ~~Added affirmation re purchasing general liability insurance, workers' compensation, etc.~~
~~29~~	~~Added language re the board's ability to delegate authority.~~ ~~Updated Parental/Student Involvement to reflect adult students~~
~~Element E~~	
~~30~~	~~Added affirmation that school will comply with laws re maintenance and disclosure of employee records.~~
~~31-33~~	~~Updated job descriptions of key positions.~~
~~33~~	~~Clarified that non-certificated instructional staff may be assigned to non-core classes.~~

	Added language re staff evaluations.
Element F	
34	Added affirmation that all staff will be CPR/First Aid trained. Added affirmation that Escuela shall maintain a drug and alcohol and smoke free environment.
Element G	
35	Clarified that the school enrolls students throughout the year. Added recruitment flyers.
Element H	
	No changes made
Element I	
37	Removed sentence stating that EP would give monthly financial report to district, since not required.
Element J	
40	Clarified that Escuela Popular first uses restorative justice practices to build community, culture, mutual respect and to reduce discipline referrals. In the event a suspension or expulsion is necessary, the school outlines the process for suspensions and expulsions.
Element M	
43	Clarified earned service credit. Added language on sick leave
Element N	
44	Added Intent, Public Comments, and Disputes Arising from within Escuela Popular
Element O	
46-47	Added more detailed procedures to follow should the charter school close.
District Impact Statement	
49	Updated anticipated enrollment.
49	Updated the facilities section to explain most recent developments in school's efforts to consolidate both campuses.
50	Updated civil liability effect to clarify that the district is not liable for the school's debts.
51	Updated term of charter.
51-52	Added language to clarify school's sources of funding.
52	Deleted severability language because language is present elsewhere in petition.

~~Charter Petition~~

~~Escuela Popular Family Learning Center~~ ~~Center for Training and Careers~~ ~~Charter School~~

Escuela Popular del Pueblo, a California nonprofit public benefit corporation with 501(c)(3) tax-exempt status, is proud to submit the Escuela Popular Center for Training and Careers, Family Learning Center charter petition for renewal to ESUHSD.

~~Charter Renewal Petition~~

~~Submitted to:~~

~~East Side Union High School District~~ ~~January 29, 2018~~

~~For a Requested Charter Term of:~~ ~~July 1, 2018 – June 30, 2023~~

~~Primary Contact~~
~~Patricia Reguerin~~
~~Executive Director, Escuela Popular~~

~~Appendices are an integral part of the EPCTC Charter Renewal Petition~~

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Introduction

In 2003, Escuela Popular and the Center for Training and Careers came together to create a charter school that combines a challenging, standards-based academic program with relevant job, career, and college-readiness skills for students over 18 years old. ~~Escuela Popular/Center for Training and Careers Family Learning Charter School (~~EPCTC~~)~~ is an extension of Escuela Popular Accelerated Family Learning Center ("EPAFLC") (TK12),~~Popular's TK-12th grade academy,~~ and serves the current and future ~~over 18~~ students 18 years old or older who no longer qualify to attend EPAFLC~~Escuela Popular's TK-12 academy.~~ The students in EPCTC~~this charter school~~ work toward a high school diploma while learning job skills that prepare them to be effective members of today's workforce.

Both partners in the EPCTC Charter School, Escuela Popular and Center for Training and Careers, Inc.,~~this charter school~~ have long histories of service to the East San Jose community. Escuela Popular has been providing educational services to the East San José, California community since 1986. Escuela Popular developed as a grassroots effort to serve the growing need for English classes. As demand grew, the curriculum of Escuela Popular expanded to include parent education, citizenship classes, history/civics, and afterschool~~after-school~~/youth programs, in addition to English classes. In May 2002, Escuela Popular was granted a charter by the East Side Union School District to operate a family learning center for K-12 and adult learners seeking a high school diploma. Initially, Escuela Popular operated a K-12 academy for over 400 students in three age-appropriate academies in two facilities, each with separate leadership. The student population is of Latino heritage and most of the students are eligible for the free and~~&~~ reduced price meal~~cost lunch~~ program or fall under the federal poverty guidelines. The majority of Escuela Popular's students are recent immigrants who are monolingual Spanish speakers~~Spanishspeakers~~, in addition to long-time East San Jose residents.

The Center for Training and Careers, Inc. (now known as ConXion to Community~~Commuity~~ and referred to herein~~herin~~ as "CTC") is a community-based, non-profit, public benefit corporation, which has successfully provided educational and vocational training along with employment services to youth and adults since 1977. CTC was established to develop and enhance employment opportunities for the educationally and economically disadvantaged of the San Jose community. CTC has been a partner with Escuela Popular for over 20~~15~~ years. (See Appendix 3 for Partnership Agreement.)

The overall vision of EPCTC is to empower our community through education. EPCTC~~The over 18 academy~~ provides educational and career opportunities for adult~~our~~ students. Working cooperatively with EPAFLC~~Escuela Popular's TK-12th grade academy~~, we aim to maintain a family learning environment across the two schools by serving both parents and children. We are committed to providing meaningful learning experiences in a small school setting to ensure we are positively impacting the lives of every student. EPCTC is a community school that is open for extended hours to accommodate the academic and non-academic needs of our adult~~over 18~~ students, many of whom may already be working and parenting. Our Charter school prepares students to attend college or enter the workforce directly into a skilled job.

EPCTC draws upon the proven strengths of the two founding organizations, Escuela

-Popular and the Center for Training and Careers, and operates in the community that these two organizations have collectively served for nearly 50~~over 40~~ years.

From the outset, EPCTC's students' status in society and the resulting issues that they face have been central to the Charter school's educational approach. Critical issues students face include:

- poverty;
- Meal and food security;
- Housing;
- Access to health care;
- Students with Interrupted Formal Education ("SIFE") or Students with Limited or Interrupted Formal Education ("SLIFE");
  - language isolation from the dominant culture;
  - immigration issues and resulting insecurities;
  - culture shock resulting in a feeling of disempowerment and dependency;
  - life threatening travel to the United States~~US~~ resulting in trauma;
  - family separation; and,
- Different academic, language, and social emotional challenges from those of U.S. born students.
  - ~~frequently interrupted educational cycle~~

EPCTC realizes that no individual can be successful academically unless these issues are addressed. ~~While the school presents a rigorous education, it does so in a framework shaped by an understanding of students' day-to-day life circumstances.~~ Experience teaches us~~,~~ that in spite of these~~those~~ circumstances, students can and do succeed in pursuit of their goals. EPCTC is a community school that goes beyond traditional academic instruction to provide a wide range of services and support to students and their families. EPCTC fulfills a vital need in the community, proudly serving diverse families who are historically underserved, with the support and collaboration of East Side Union High School District~~their wildest expectations~~.

~~The overall vision of EPCTC is to empower~~ EPCTC is committed to preparing all students, but particularly first generation Latino (term as a broad descriptor for individuals of Latin American origin or descent used to refer to both males and mixed-gender groups) students and English Learners, for success in life.

Escuela Popular serves a community who is majority Latino, low-income, homeless or unhoused, and English Learners.

The California School Dashboard ("Dashboard") in 2024 reported that in 2023-24, EPCTC served **515 students** with diverse needs and backgrounds: **82.3%** were socioeconomically disadvantaged ("SED") students; **14.8%** were Homeless Youth ("HY"); **0.2%** were students with disabilities ("SWD"); and, **0%** were Foster Youth ("FY"). Notably, **100%** of our students were Latino. The Dashboard reports that the percentage of students who were English Learners ("ELs") was 17.3%; however, the correct percentage of ELs is **99.2%** from CALPADS Fall 1, 8.1 Snapshot Report as the student demographics on the Dashboard starting in 2020-21 were no longer updated to include

Adult English Learners (“ADELs”) as English Learners.

Challenges of the 2018-2026 Charter Term

It is important to consider that the percentage of EPCTC's numerically significant subgroups is much higher than the State's student population. 100% of EPCTC students are Latino, versus 56.1% of the State's public school population; similarly, 82.3% of EPCTC's students are socioeconomically disadvantaged, versus 62.7% of the State's public school population as determined by eligibility for free or reduced price meals; 99.2% of EPCTC's students are English Learners, versus 18.4% of the State's English Learners. Perhaps most impactful is that 81% of EPCTC students are Homeless or Unhoused, versus only 3.6% of the State's public school population. The reason this is an unfair comparison is because the majority of EPCTC's students are homeless, learning English, living in poverty, and Latino; whereas these qualities occur far less frequently in the State's student population.

Between 2018–19 and 2024–25 as noted in Table i.1 below, EPCTC maintained a consistently high percentage of SED students, ranging from approximately 80% to over 96% in the most recent year. This trend demonstrates the Charter School's commitment to serving economically vulnerable populations. The percentage of ELs including ADELs has remained exceptionally high with an average of over 99%. The EL population remains a central focus of EPCTC's instructional and language development efforts.

Throughout these years, the student population has remained overwhelmingly Latino, consistently between 98 and 100%, showing strong cultural cohesion within the Charter School community. The proportion of students identified as homeless fluctuated widely, from approximately 6.5% in 2020–21 to more than 81% in 2024–25, suggesting changes in community housing stability and reporting practices. As an adult school, it is not surprising that there would be a small percentage of SWD who chose to continue their education. Moreover, since foster youth age out on their 18th birthday, it is not surprising that 0% of the students are Foster in an adult program. Collectively, these data trends highlight EPCTC's enduring role as a community Charter School that primarily serves Latino, SED students, and ELs, adapting to changes in reporting standards while continuing to address the needs of vulnerable and mobile student groups.

This seven-year demographic trend underscores EPCTC's critical mission in serving English Learners, low-income families, and students facing housing insecurity. The consistency of need, paired with a culturally and linguistically focused model, positions the Charter School as a vital anchor for underserved families in the region.

Table i.1: Percentage of Subgroups at EPCTC for the Charter Term from the Dashboard (With the Exception of EL and ADEL from Annual CALPADS Fall 1, 8.1 Snapshot Report, and 2024-25 from DataQuest Enrollment)

SCHOOL DEMOGRAPHICS FROM CA SCHOOL DASHBOARD (ON CENSUS DAY)

Percent of Students per Student Group

Year	Total Enrollment	ELs	SED	SWD	Foster	Homeless	American Indian	Hispanic	Two or More Races	*EL and ADEL**
2018-19	643	98.4	92.2	0.2	0.2	58.9	0.2	98.6	0.9	
2019-20	590	99.5	94.4	0	0	65.3	0	98.3	0.7	
2020-21	414	9.9	80.4	0	0	6.5*	0	100	0	*98.8*
2021-22	415	14.7	84.6	0	0	11.3*	0	100	0	*99.3*
2022-23	528	19.1	84.5	0	0	13.8*	0	100	0	*98.9*
2023-24	515	17.3	82.3	0.2	0	14.8*	0	100	0	*99.4*
2024-25	658	20.1	96.5	0.2	0	81	0	99.4	0.2	*99.2*

*Only included students under 22 years old instead of total student population.

EPCTC serves a highly transient population. The majority of students enrolled at EPCTC are recent immigrants or newcomers to the country and who are monolingual Spanish speakers. The student population is highly mobile given the nature of the population served.

Due to the high transiency rate, the stability rate[1] of the students is lower than that of the District, and the State. The CDE developed a stability rate measure to identify the number and percent of students who receive a "full year" of learning in the same school. Though this is not an accountability measure, the stability rate report is intended to support educators and other educational partners to better understand the needs of students and to support academic and social emotional needs of students and families.

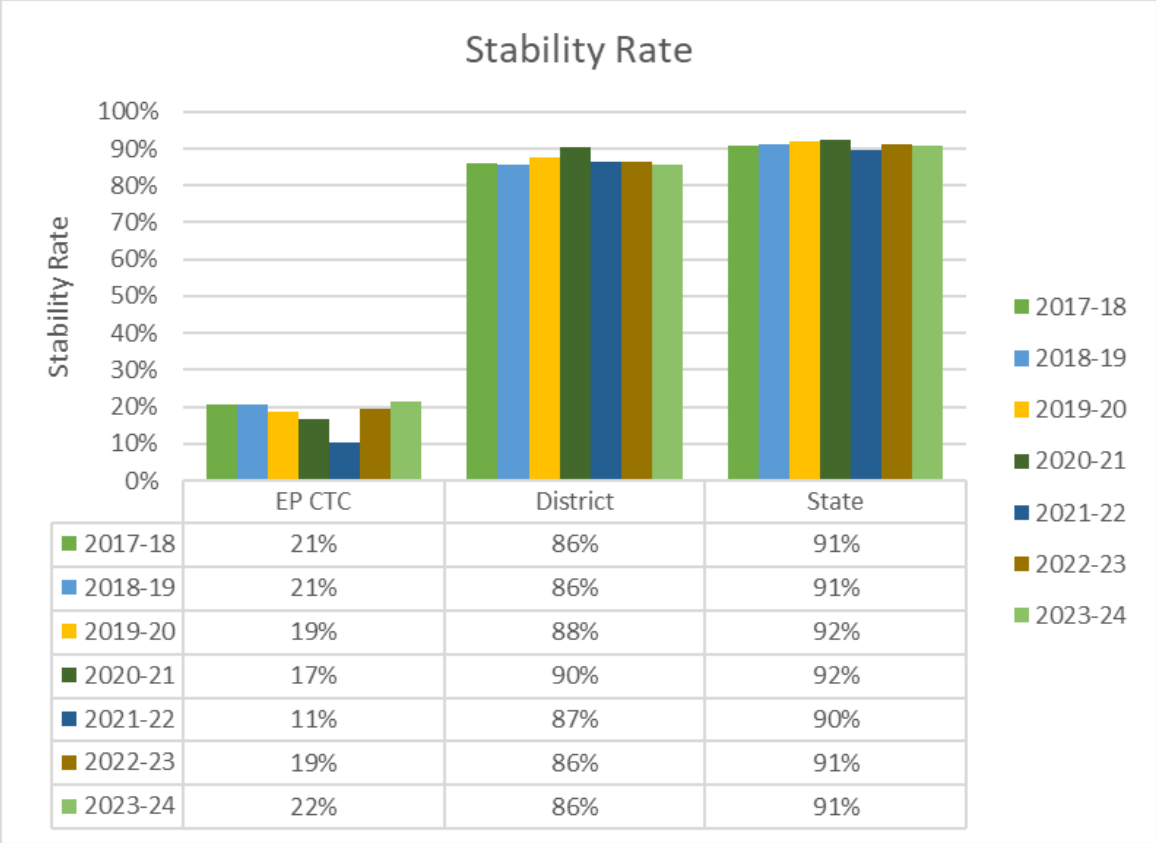
The stability rate data show that EPCTC serves a highly mobile and transient student population, with rates consistently between 11% and 22% from 2017–18 through 2023–24, compared with 86% for the District and 91% for the State. This difference underscores the unique challenges the Charter School faces in maintaining continuous enrollment throughout the school year. Because EPCTC students are low-income adults, English Learners, and mostly individuals reengaging with education after an interruption, student mobility is an expected characteristic of the population rather than an indicator of school performance. Many students enroll at EPCTC to complete credits, strengthen English proficiency, or earn a high school diploma while balancing employment, family, and other adult responsibilities, which naturally impacts year-to-year stability rates.

EPCTC has developed procedures to best serve students who enter the Charter School on a rolling basis, many of whom do not experience a full year of instruction at the same

[1] https://www.cde.ca.gov/ds/ad/srinfo.asp

school. Despite this challenge, the fact that EPCTC continues to demonstrate improvement in academic achievement with such a highly mobile population is a testimony to its commitment to serving the community. The 22% stability rate in 2023–24 represents an increase from prior years and indicates that EPCTC's efforts to improve student engagement, strengthen relationships, and provide wraparound supports are showing results. Although a low stability rate affects state accountability measures such as SBAC performance, graduation rates, and the College and Career Indicator, EPCTC's mission centers on offering accessible, high-quality education to all learners, particularly those seeking a second opportunity to achieve success.

Chart i.1: Comparison of the Stability Rate of EPCTC, the District, and the State by School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 from DataQuest



	EP CTC	District	State
2017-18	21%	86%	91%
2018-19	21%	86%	91%
2019-20	19%	88%	92%
2020-21	17%	90%	92%
2021-22	11%	87%	90%
2022-23	19%	86%	91%
2023-24	22%	86%	91%

EPCTC is proud of its accomplishments during the current charter term. EPCTC remains committed to supporting historically disadvantaged students through providing interventions and opportunities to ensure every student achieves their fullest potential. EPCTC utilizes a personalized approach to bring every student to grade level or beyond. EPCTC consistently supports students, families, and the community, to ensure students are ready for college and career (See Appendix 4 Letters of Support).

Charter Renewal Criteria

The passage of Assembly Bill 1505, effective July 1, 2020, has established renewal criteria by which the chartering authority shall consider to grant the charter for renewal. EPCTC currently meets the criteria under Dashboard Alternative Status Schools ("DASS") to be considered for approval of the renewal for a period of five (5) years. **EPCTC meets the renewal criteria under Education Code Section 47607(c)(7) and should be granted a renewal for a term of five years.**

Highlighting the Success of the 2018-2026 Charter Term

1. The Charter School has presented a **sound educational program**.

- Accrediting Commission for Schools ("ACS"), Western Association of Schools and Colleges ("WASC") granted EPCTC a Full, Six-Year Accreditation Status through June 30, 2030, with a Mid-Cycle Review during the 2026-27 school year (See Appendix 5 WASC Self-Study, Mid-Cycle Visit Committee Report, and Confirmation Letter).
- Average student-teacher ratio is 22:1 in a site-based model.
- Charter School offers personalized support to ensure students make progress toward meeting Northwest Evaluation Association's ("NWEA") Measures of Academic Progress ("MAP") growth targets.
- Curriculum is aligned with California State Standards including but not limited to, the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, remaining State Content Standards, and English Language Development ("ELD") Standards (hereinafter collectively referred to as the "State Standards").
- The Charter School has achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.
- ESUHSD, adult students, and the community as a whole have also benefited:
- The Charter School improves economic opportunity for families and the community by increasing academic achievement, high school graduation rate, and English language acquisition for low-income adult students, students of color, and their children.
- The Charter School has strong community investment in the Charter School and is supported by local partnerships.

2. The Charter School has shown that it is demonstrably likely to **successfully implement the proposed educational program**.

- The Charter School has received full accreditation by ACS WASC.
- Nearly 100% of students at the Charter School reported that they feel safe and connected to the Charter School community based on the Local Climate Survey in 2024.
- The Charter School is a diverse, 21st Century School. EPCTC's enrollment includes the following numerically significant student subgroups: 82.3% were SED students; 99.4% of students were ELs; 81% were HY; and, 100% of students were Latino.
- The Charter School provides a range of professional development opportunities

for its teachers and staff. Professional Development opportunities are paramount at EPCTC. All staff members have completed required training courses, including all mandated and legally required workshops (See Appendix 6 Mandated and Required Training Report). EPCTC's teachers work collaboratively to best serve the students at EPCTC and also learn together in focused trainings. These trainings have included and will continue to include: suicide prevention and awareness, reducing suspension, instructional strategies to promote academic engagement, instructional strategies to support homeless students, instructional strategies to support ELs, increasing academic achievement in English, history, math, and science, classroom management, de-escalation strategies, Positive Behavior Intervention and Supports ("PBIS"), Understanding by Design ("UbD"), CRESST from UCLA to improve educational systems, Positive School-wide Climate and Culture, Culturally Relevant Pedagogy, student choice and voice in the classroom, (Growth) Mindset Matters, addressing learning modalities, and the development of diversity, equity, and inclusion goals.

Teachers are offered professional development opportunities weekly to ensure the application of new concepts and successful implementation of new skills. In addition, new teachers are given additional support. Most importantly, the Charter School examines a variety of internal and external assessments to determine progress and areas of opportunities. These assessments include Smarter Balance Assessment Consortium ("SBAC"), English Language Proficiency Assessments for California ("ELPAC"), NWEA MAP, curriculum embedded assessments, attendance, behavior, and high school credits. During these data analysis sessions, the administrators, teachers, and staff analyze their students' assessment data to identify common areas of opportunity. Finally, the teachers then revise lesson plans using UbD to focus on the areas of opportunities. Administration assesses the impact of these data analysis sessions by conducting frequent classroom walk-throughs, classroom observations, and by providing meaningful feedback to teachers and staff. Teachers are encouraged to attend workshops and seminars. For example, staff may choose to attend the California Charter School Association Annual Conference, the Charter School Development Conference, the California Association for Bilingual Education, the California Teachers of English to Speakers of Other Languages, or the California Association of Teachers of English. Many staff members also participate in a variety of local and County conferences and workshops.

- The Charter School's English Learners are progressing on the ELPAC at a rate of 12% (English Learner Progress Indicator ("ELPI") – Dashboard 2024).
- The Charter School has established an effective communication and student record system. PowerSchool, EPCTC's Student Information System ("SIS") is a powerful, easy-to-use communication tool which enables students, teachers, and administrators to work together to improve student achievement. With ParentSquare (EPCTC's general broadcast system), teachers and administrators can send student-specific and general messages home whenever necessary via telephone, text message, or via electronic mail. Messages can also be sent concerning school events and emergencies, or individual communications sent to

each student concerning their school experience and attendance. EPCTC also utilizes Google Classroom, Teacher Newsletters, and its own website.

- The Charter School is an integral part of the local community. EPCTC is focused on providing students opportunities to be academically and socially emotionally successful (See Appendix 7 School Climate and Culture Calendar). Moreover, students engage and interact with the community at large through work experience, activities, and participation in events to develop school culture. EPCTC students are an integral part of the community and recognize the challenges in the world around them.

3. The Charter School is **serving all students who wish to attend**.

- EPCTC has a respected history of serving historically disadvantaged students, including "racial and ethnic pupils, special education pupils, and English Learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." The best evidence that EPCTC is serving all students who wish to attend is that it is serving these historically disadvantaged populations in numbers, on a percentage basis, which are higher than or equal to the territorial jurisdiction of the District.
- The Charter School's enrollment rate has remained constant over the last six years of the charter term with an average of 538 students enrolled each year.
- The Charter School's attendance rate has remained constant over the last seven years of the charter term with an average daily attendance rate of over 82% each year.

4. The Charter School's **petition is reasonably comprehensive**.

This charter petition is reasonably comprehensive. The petition contains reasonably comprehensive descriptions for each element and fully describes the program illustrating how EPCTC will continue to meet its goals and objectives described herein. EPCTC will continue to benefit the District by providing adult students within its jurisdiction with another great choice and expanded educational opportunity.

5. The Charter School **satisfies the academic renewal criteria** for a presumptive five-year renewal.

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607(c)(7), by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the Charter School on the State and local indicators reported on the Dashboard and applicable alternative metrics" **EPCTC is a DASS school, entitled to presumptive approval because it met the agreed upon alternative metrics**~~our community through education. The over 18 Academy provides educational and career opportunities for our students. Working cooperatively with Escuela Popular's TK-12, 18 and under Academy, we aim to maintain a family learning environment across the two schools by serving both parents and children. We are committed to providing meaningful learning experiences in a small school setting to ensure we are impacting the lives of every student. EPCTC is a community school that is open extended hours to accommodate the academic and non-academic needs of our over 18 students, many of whom may already be working. Our school prepares students to attend a college or enter the workforce directly into a skilled job~~

~~*Required*~~ .

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard DASS schools. Each of the four tiers has unique qualifying criteria.

The three performance categories and DASS thresholds are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Presumptive renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).
- DASS – Presumptive renewal with consideration of performance on the Dashboard and applicable alternative metrics, with nonrenewal only in the event that the chartering authority finds that closure is in the best interest of students – Education Code Section 47607(c)(7).

EPCTC is a DASS school, entitled to presumptive approval because it met the agreed-upon alternative metrics.

EPCTC has been approved for the DASS program and shall comply with all applicable requirements under the state accountability system, including the Dashboard. EPCTC has been a DASS Active School since August 2024. EPCTC is currently listed as a DASS Active School by the California Department of Education.

The high-, middle-, and low-performing categories described above do not apply to charter schools like EPCTC, which have been approved as Dashboard Alternative Status Schools, though the law does require a review of Dashboard data. Rather, according to Education Code Section 47607(c)(7):

> In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used.
>
> The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils.

EPCTC's greatest achievements are those of its students. As detailed in the "DASS Charter School Renewal MOU Criteria" below, EPCTC has shown increases in pupil academic achievement across several indicators. These metrics include state and local indicators on the Dashboard as well as alternative metrics. Pursuant to Education Code section 47607, in preparation for charter renewals of DASS schools, EPCTC collaborated with the District and developed mutually agreed upon indicators and alternative metrics to be used for renewal criteria. These metrics are identified within the "DASS Charter School Renewal MOU Criteria" below. EPCTC has demonstrated based on its overall academic achievement outcomes that the Charter School is a high-performing DASS school compared to similar DASS schools in the District and communities it serves. EPCTC also exceeds county DASS schools averages as well as the State DASS schools averages for several indicators as demonstrated in the section below.

California School Dashboard

The Dashboard state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (note: the College/Career Indicator was not reported on the 2022 Dashboard)
- Academic: grades three through eight and grade eleven – English language arts/literacy and Mathematics

Dashboard Performance

CAASPP System – English Language Arts

The overall student population improved from a DFS of -64.1 points in 2018 to -61.8 points in 2024, reflecting a gain of 2.3 points. Similarly, Hispanic and Latino students, who represent the majority of the Charter School's enrollment, showed parallel progress with a 2.3-point improvement over the same period. Although data were unavailable for several years due to pandemic-related interruptions, the recovery in 2024 suggests that the Charter School successfully reestablished pre-pandemic performance levels through sustained alignment to the California Common Core State Standards and consistent instructional practices. This upward movement reflects the Charter School's strong implementation of standards-based curriculum under LCFF Priority 2: Implementation of State Standards (Conditions of Learning).

The steady performance among all students demonstrates the Charter School's instructional strength and teacher preparedness, while the small decline among socioeconomically disadvantaged students highlights the continuing challenge of addressing gaps for learners managing multiple responsibilities such as work and family. The Charter School plans to strengthen differentiated reading instruction, increase access to targeted literacy interventions, and expand teacher training focused on accelerating English Language Arts achievement. The consistent improvement in English Language Arts achievement from 2018 to 2024 exemplifies LCFF Priority 4: Student Achievement

(Pupil Outcomes), demonstrating at least one year of progress for every year of instruction and reflecting the Charter School's ongoing dedication to equitable learning outcomes supported by qualified staff and high-quality instructional materials. **EPCTC achieved measurable increases in ELA achievement from 2018 to 2024.**

Table i.2: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 English Language Arts Distance from Standard for EPCTC All Students and by Significant Subgroups from the Dashboard

English Language Arts

Student Group	2018	2019	2020	2021	2022	2023	2024
All Students	-64.1	-63.0	n/a	n/a	-150.1	*	-61.8
English Learners	-64.1	-61.8	n/a	n/a	*	*	*
Socioeconomically Disadvantaged	-60.5	-63.0	n/a	n/a	-151.7	*	-62.9
Homeless Youth	-67.7	*	n/a	n/a	*	*	*
Hispanic/Latino	-64.1	-67.3	n/a	n/a	-150.1	*	-61.8

CAASPP System - Mathematics

Mathematics ("Math") performance at the Charter School reflects an initial decline in DFS across all measured student groups over the charter term. For all students (and Latino students), the DFS decreased from -139.4 in 2018 to -193.3 in 2022 and then improved to -166.5 in 2024, a gain of 26.8 points over two years. SED students improved from 199.0 in 2022 to -161.8 in 2024, a 37.2-point increase. These results demonstrate that the Charter School's math instruction has regained momentum through targeted interventions, small-group reteaching, and consistent implementation of data-driven lessons aligned with LCFF Priority 2: Implementation of State Standards (Conditions of Learning). EPCTC's progress in mathematics reflects significant strength in supporting ELs and adult students who had previously struggled with math fluency. The next steps include increasing opportunities for individualized learning, incorporating real-world math applications, and continuing to refine standards-based instruction aligned to the California Mathematics Framework. These actions directly support LCFF Priority 4: Student Achievement (Pupil Outcomes) by advancing student proficiency through equitable and rigorous instruction. **EPCTC achieved measurable increases in Math achievement from 2022 to 2024.**

Table i.3: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Mathematics Distance from Standard for EPCTC All Students and by Significant Subgroups from the Dashboard

Mathematics

Student Group	2018	2019	2020	2021	2022	2023	2024
All Students	-139.4	-180.2	n/a	n/a	-193.3	*	-166.5
English Learners	-139.4	-178.9	n/a	n/a	*	*	*
Socioeconomically Disadvantaged	-140.0	-180.2	n/a	n/a	-199.0	*	-161.8
Homeless Youth	-147.7	*	n/a	n/a	*	*	*
Hispanic/Latino	-139.4	-174.2	n/a	n/a	-193.3	*	-166.5

English Language Progress

The English Learner Progress Indicator ("ELPI") at EPCTC has been reported in compliance with Dashboard requirements; however, the data only partially captures the EPCTC's English Learner outcomes because the state includes only students under the age of 22, which represents approximately 10% of total enrollment. Since the Charter School serves a majority adult English Learner population, the data significantly underrepresent true linguistic progress. EPCTC's English Language Development ("ELD") program integrates English acquisition with academic content learning, demonstrating full alignment to LCFF Priority 2: Implementation of State Standards (Conditions of Learning). Through daily structured ELD instruction and scaffolded support, students achieve measurable gains in listening, speaking, reading, and writing, which are evident in classroom performance and NWEA results. EPCTC continues to ensure that ELs receive equitable access to rigorous academic content while improving proficiency in English, a key measure of LCFF Priority 4: Student Achievement (Pupil Outcomes). **EPCTC remains committed to accurate reporting, the ELPI results should be interpreted with caution.**

Table i.4: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 English Language Progress for EPCTC for English Learners from the Dashboard

English Language Progress: ELPI Indicator

ELPI	2018	2019	2020	2021	2022	2023	2024	2025*
Student Count	19	*	n/a	n/a	18	48	50	59
ELPI	26.0%	*	n/a	n/a	50.0%	22.9%	12.0%	10.2%

Other Dashboard Measures

EPCTC is proud of its Graduation Rate and Suspension Rate and though the College and Career Indicator may seem low, EPCTC will demonstrate the increase of the College

Going Rate from DataQuest which is more effectual for a Charter School that serves adults.

Graduation Rate

EPCTC demonstrates significant growth in its 1-Year DASS Graduation Rate, reflecting measurable academic recovery and student persistence following pandemic-related declines. Between 2022 and 2024, the graduation rate for all students (and Latino students) rose from 51.2% to 74.3%, marking a 23.1-point increase in just two years. SED students showed a nearly identical pattern of growth, increasing from 51.3% in 2022 to 74.2% in 2024, a 22.9-point gain. This progress highlights the Charter School's success in implementing reengagement strategies, credit recovery programs, and individualized academic counseling that help adult learners complete diploma requirements. The one-year DASS measure accurately reflects the Charter School's reengagement model and mission to serve students who return to school to complete their education. The strong upward trend in graduation outcomes demonstrates fulfillment of LCFF Priority 5: Student Engagement (Engagement), showing persistence, regular attendance, and steady completion rates among adult learners.

It is important to note that the reported data represent the 1-Year DASS Graduation Rate, not the traditional cohort graduation rate used for comprehensive high schools. The DASS rate measures the percentage of students who complete high school within a single academic year, which is a more appropriate indicator for the Charter School's reengagement model serving adult credit-deficient and returning students. Therefore, the strong upward trend from 2022 to 2024 illustrates that EPCTC is effectively accelerating credit completion and reengaging students who had previously disengaged from school, reaffirming its mission to provide pathways to graduation for all learners. **EPCTC achieved measurable increases in the one-year DASS Graduation Rate from 2022 to 2024 demonstrating at least one year's progress for each year in school.**

*Table i.5: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 1-Year DASS Graduation Rate for EPCTC All Students and by Significant Subgroups from the Dashboard**

1 Year DASS Graduation Rate

Grad Rate	2018	2019	2020	2021	2022	2023	2024
All Students	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%
English Learners	79.4%	86.0%	67.6%	n/a	*	*	*
Socioeconomic Disadvantaged	83.6%	85.7%	73.3%	n/a	51.3%	61.1%	74.2%
Homeless Youth	78.3%	90.9%	*	n/a	*	*	*
Hispanic/Latino	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%

*2018-2020 and 2022-2023 are from the Dashboard Downloadable Data File. 2024 Data is from the CA Dashboard website, and 2021 data was not reported.

Suspension Rate

EPCTC continues to demonstrate its strong commitment to creating a positive, inclusive,

and student-centered learning environment, as evidenced by its consistent **0 percent suspension rate** from 2018 through 2024. This achievement represents excellence in cultivating positive behavior and relationships, reflecting LCFF Priority 6: School Climate (Engagement). The Charter School's approach emphasizes restorative practices, mutual respect, and individualized behavioral support, reducing the need for punitive discipline. The continuation of professional development focused on trauma-informed care and positive behavioral supports will help sustain this exemplary school climate while further strengthening the Charter School's capacity to support students socially and emotionally. **EPCTC has consistently maintained a 0% Suspension Rate.**

*Table i.6: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Suspension Rate for EPCTC All Students and by Significant Subgroups from the Dashboard**

Suspension Rate (CA Dashboard)

College Going Rate	2018	2019	2020	2021 2022	2023	2024
All Students	0.0%	0.0%	n/a	n/a 0.0%	0.0%	0.0%
English Learners	0.0%	0.0%	n/a	n/a 0.0%	0.0%	0.0%
Socioeconomic Disadvantaged	0.0%	0.0%	n/a	n/a 0.0%	0.0%	0.0%
Homeless Youth	0.0%	0.0%	n/a	n/a 0.0%	0.0%	0.0%
Hispanic/Latino	0.0%	0.0%	n/a	n/a 0.0%	0.0%	0.0%

*2020 and 2021 not released on CA Dashboard, but suspension rate continued to be released on the DataQuest Schoolwide Suspension Reports, which show 0.0% students suspended schoolwide

College and Career Indicator

EPCTC's College and Career Indicator ("CCI") demonstrates a small but positive increase from 0.0% in 2018 to 0.4% in 2024. While this metric does not fully reflect the postsecondary goals of adult learners, it demonstrates that the Charter School has made progress in expanding career pathways, dual enrollment, and workforce readiness programming aligned to LCFF Priority 7: Course Access (Conditions of Learning). The more accurate indicator of success, the College Going Rate from DataQuest, shows that the percentage of graduates enrolling in college rose from 23.5% in 2017 to 40.6% in 2023, a 17.1-point increase. This improvement underscores EPCTC's commitment to LCFF Priority 8: Student Outcomes (Pupil Outcomes), ensuring that graduates transition successfully to postsecondary education or employment. Continued partnerships with local community colleges and workforce programs will enhance these outcomes and further align instruction with career readiness goals.

The CCI was designed for traditional, comprehensive high schools, where students are typically under 18 and progress through a four-year sequence of A–G coursework, AP exams, and CTE Pathway completions. In contrast, EPCTC serves an adult learner population whose educational goals often focus on earning a high school diploma, learning English, and acquiring workforce skills rather than participating in standardized testing or college-level coursework. EPCTC does not offer AP or IB courses that define CCI "Prepared" status. Consequently, even though EPCTC provides standards-based

instruction, counseling for community college enrollment, and CTE Pathway completion opportunities, the structure of the state's CCI measure does not accurately reflect the Charter School's mission or the postsecondary readiness of its adult learners. **Though the CCI results seem like the EPCTC's students are not prepared for college or career, the College Going Rate from DataQuest demonstrates that 40% of students are prepared and attending college.**

Table i.7: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 College and Career Indicator Rate for EPCTC All Students and by Significant Subgroups from the Dashboard

College and Career Indicator (Dashboard)

CCI %	2018	2019	2020	2021	2022	2023	2024	Change from 2018 to 2025
All Students	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%
English Learner	0.0%	0.0%	0.0% *		0.0%	0.0%	0.0%	0.0%
Socioeconomic Disadvantaged	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%
Homeless Youth	0.0%	0.0% *	*		0.0%	0.0%	0.0%	0.0%
Hispanic/Latino	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%

EPCTC demonstrates notable improvement in its College Going Rate over the charter term, reflecting a growing culture of postsecondary readiness and persistence among graduates. The percentage of all students (Latino students) enrolling in college increased from 23.5% in 2017 to 40.6% in 2023, a 17.1-point gain. This progress illustrates the Charter School's success in building equitable access to postsecondary pathways through partnerships with local community colleges, culturally responsive college readiness initiatives, and individualized student planning. This steady upward trend indicates that the Charter School's emphasis on academic counseling, college awareness activities, and dual enrollment opportunities is helping students transition successfully into higher education. The same pattern is evident among SED students, whose college enrollment rose from 23.9% to 39.3%, a 15.4-point increase, demonstrating that targeted support systems and guidance counseling are effectively meeting the needs of students facing financial and social barriers. **The 17-point increase in college enrollment since 2017 demonstrates that EPCTC's long-term strategies for academic preparation and student guidance are effectively translating into postsecondary opportunity and lifelong learning.**

Table i.8: 2017, 2018, 2019, 2020, 2021, 2022, and 2023 College Going Rate for EPCTC All Students and by Significant Subgroups from DataQuest (reported in 2018 to 2024)

College Going Rate (DataQuest)

College Going Rate	2017	2018	2019	2020	2021	2022	2023	Change from 2017 to 2023
All Students	23.5%	27.0%	22.8%	10.3%	21.3%	24.1%	40.6%	17.1%
Socioeconomic Disadvantaged	23.9%	23.6%	19.6%	11.5%	20.0%	25.9%	39.3%	15.4%
Hispanic/Latino	23.5%	27.0%	22.8%	10.3%	21.3%	24.1%	40.6%	17.1%

EPCTC continues to prepare students for postsecondary success through individualized academic counseling, ELD, and workforce readiness programs. Many EPCTC graduates pursue community college coursework, vocational training, or career advancement after earning their high school diplomas, demonstrating the Charter School's effectiveness in supporting lifelong learning beyond traditional college enrollment metrics. Together, the sustained 0% suspension rate and the Charter School's focus on postsecondary readiness underscore EPCTC's holistic mission to empower students academically, socially, and professionally within a supportive and equitable learning environment.

Year-over-Year Progress

In addition to the CAASPP, EPCTC's students have been making progress on the MAP Growth in Reading and Math. EPCTC has utilized MAP Growth as verifiable data for the term of the charter.

EPCTC demonstrates consistent and measurable growth in Reading proficiency across all student groups, highlighting the success of its literacy interventions and instructional alignment. From 2018–19 to 2024–25, the percentage of all students meeting grade-level standards in Reading increased from 46% to 58%, representing an 11-point gain. SED students improved from 46% to 58%, a 13-point increase, showing strong progress among one of the Charter School's most significant subgroups. ELs (including ADELs) also demonstrated steady improvement, growing from 46% to 57%, a 12-point gain that reflects the Charter School's effective ELD strategies and targeted literacy support.

Homeless students showed the greatest improvement, increasing from 45% in 2018–19 to 58% in 2024–25, a 14-point gain that underscores EPCTC's success in serving highly mobile and vulnerable populations. Latino students, who comprise nearly the entire student body, mirrored the schoolwide pattern with an 11-point increase over the same period. These results reflect strong implementation of State Standards and ELD Standards aligned to LCFF Priority 2: Implementation of State Standards, and they demonstrate LCFF Priority 4: Student Achievement through one year or more of progress per year since 2021–22. The Charter School will deepen differentiated literacy instruction and expand targeted ELD and intervention supports so that late-entering and highly mobile learners sustain these gains. **EPCTC achieved measurable increases in ELA achievement from 2018 to 2024 demonstrating at least one year's progress for each year in school.**

Table i.9: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 NWEA MAP Reading: Met Fall to Spring Growth Target for EPCTC All Students and by Significant Subgroups

Reading

Student Group	2018-19	2019-20 (COVID)	2020-21	2021-22	2022-23	2023-24	2024-25	Change from 2018-19 to 2024-25
All Students	46%		37%	44%	43%	51%	58%	11%
SED	46%		36%	43%	43%	51%	58%	13%
EL and ADEL	46%		37%	43%	43%	50%	57%	12%
Homeless	45%		27%	50%	49%	51%	58%	14%
Latino	46%		37%	44%	43%	51%	58%	11%

EPCTC shows steady improvement in Math performance across all student groups, reflecting consistent implementation of targeted instructional supports and intervention strategies. The percentage of all students (and Latino students) meeting grade-level standards increased from 37% in 2018–19 to 43% in 2024–25, representing a 6-point gain. SED students achieved an 8-point increase, rising from 37% to 45%, while ELs (including ADELs) improved from 36% to 43%, a 7-point gain. Homeless students made one of the largest gains, improving from 36% in 2018–19 to 45% in 2024–25, an 8-point increase that underscores the EPCTC's commitment to providing equitable access to instruction and stability for transient or at-risk learners. The improvement since 2023–24 also shows that students are now making at least one year of growth per year in Math. These improvements reflect standards-aligned instruction, small-group reteaching, and individualized learning plans consistent with LCFF Priority 2: Implementation of State Standards and demonstrate progress on LCFF Priority 4: Student Achievement. The Charter School will extend math intervention time, increase real-world problem solving for adult learners, and continue collaborative data reviews to accelerate growth for newcomers. **EPCTC achieved measurable increases in Math achievement from 2018 to 2024 demonstrating at least one year's progress for each year in school.**

Table i.10: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 NWEA MAP Math: Met Fall to Spring Growth Target for EPCTC All Students and by Significant Subgroups

Math

Student Group	2018-19	2019-20 (COVID)	2020-21	2021-22	2022-23	2023-24	2024-25	Change from 2018-19 to 2024-25
All Students	37%		40%	41%	38%	30%	43%	6%
SED	37%		41%	39%	39%	29%	45%	8%
EL and ADEL	36%		40%	41%	38%	30%	43%	7%
Homeless	36%		50%	38%	56%	21%	45%	8%
Latino	37%		40%	41%	38%	30%	43%	6%

Alternative Metrics for EPCTC as a DASS School

The alternative metrics used by EPCTC were originally identified and formalized in the 2018 charter petition in collaboration with the District as part of a shared understanding that traditional accountability measures alone would not fully capture the progress and success of a continuation school and DASS school serving adult, credit deficient, and highly mobile students. Through the charter development and approval process, EPCTC and ESUHSD reached agreement on a set of outcome measures that more accurately reflect student engagement, persistence, academic growth, and credit attainment, including attendance rate, benchmark scores, credit completion, one year graduation rate, participation in feedback systems, growth on norm referenced assessments for eligible students, and increases in long term enrollment. These metrics were selected to align with the LCAP priorities while accounting for the unique enrollment patterns, instructional models, and recovery focused mission of EPCTC. Expectations for meeting each metric were clearly defined at the time of approval of the 2018 charter petition, establishing how success would be measured, which student populations would be included, and the performance thresholds that would indicate progress or attainment. EPCTC has consistently used these agreed upon metrics to monitor outcomes, reflect on implementation, and adjust practices over time, with progress reviewed annually and documented. A longitudinal reflection of EPCTC's performance relative to these alternative metrics is provided in Table i.15: Reflection on EPCTC's Progress Toward Alternative Metrics (2018–2026), which demonstrates how the Charter School has tracked, evaluated, and responded to performance trends across the charter term.

Attendance Rate

Attendance remains a strength and a success in student engagement. Over seven years the Charter School averaged more than 82% attendance, with annual rates ranging from 81.65% to 83.67%. The Charter School's annual rates ranged from a low of 81.65% in 2019–2020 to a high of 83.67% in 2020–2021, demonstrating remarkable stability even

through the COVID-19 pandemic and subsequent recovery years. This consistency, despite serving a population that often faces significant barriers to consistent attendance, including work obligations, family responsibilities, and housing instability, aligns with LCFF Priority 5: Student Engagement. EPCTC will continue to pair proactive attendance communication with access to community resources and time-flexible learning to sustain engagement.

EPCTC has developed procedures to best serve students and families who enter the Charter School on a rolling basis and many of whom do not experience a full year of instruction at the same school. This flexible model enables students to enroll and participate as their life circumstances allow, which naturally affects traditional attendance metrics. Nevertheless, the fact that EPCTC sustains an average attendance rate above 80% with a highly mobile student population is evidence of the school's commitment to meeting learners where they are. Through personalized outreach, attendance monitoring, and wraparound supports, EPCTC continues to foster engagement and connection for every student, ensuring that consistent participation remains a central part of its mission to provide accessible, high-quality education to the community. **EPCTC has averaged over 82% average daily attendance over the last seven years.**

Table i.11: EPCTC Schoolwide Attendance Rate Based on P-Annual Reports for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Annual Attendance Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	81.99%	81.65%	83.67%	81.79%	82.54%	81.91%	81.72%

Student Participation on the Local School Climate Survey

Student voice through the local climate survey shows meaningful engagement and a practical path forward. Participation averaged 63.6% across the charter term, with rates of 68% and 70% in 2020–21 and 2021–22 and 60% in 2024–25 after a temporary dip. These results indicate trust in feedback processes and inform continuous improvement actions that strengthen LCFF Priority 6: School Climate and LCFF Priority 3: Parent Involvement where outreach strategies also reach adult learners' families. EPCTC will embed brief survey prompts into class sessions and expand mobile-friendly options to increase participation among working students. The Charter School uses survey data to inform decisions about instructional practices, student support services, and school culture initiatives. The fact that EPCTC continues to receive meaningful survey participation despite serving a highly mobile and diverse population demonstrates the Charter School's commitment to inclusive decision-making and to maintaining a strong connection between students and staff. **EPCTC maintained an average of 63.6% of students participating in the annual school climate survey.**

Table i.12: EPCTC Student Survey Participation Rate Based for the School Years 2018-19 (TEN Survey), 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 (Local Climate Survey)

Student Survey Participation Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	8.5 (TEN Survey)	COVID	68%	70%	64%	56%	60%

Credit Completion

Credit completion demonstrates academic persistence and access. EPCTC students earned on average about 78% of attempted credits, with a high of 83.18% in 2022–23 and a low of 71.46% during the pandemic. These outcomes confirm that personalized pacing, credit recovery, and targeted supports are helping adult learners progress toward graduation in alignment with LCFF Priority 7: Course Access and LCFF Priority 4: Student Achievement. The Charter School will expand competency-based options and extended learning to support midyear entrants and students balancing work and family obligations. **EPCTC maintained an average of 78% of students earning and completing courses for credits that they attempted.**

Table i.13: EPCTC Course Credits Earned Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Credits Earned to Attempted Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	78.84%	71.46%	77.30%	83.15%	83.18%	80.07%	76.23%

Continuous Enrollment/Long Term Students Enrollment

EPCTC has steadily increased the percentage of students who remain continuously enrolled or identified as long-term students. Continuous enrollment shows strong retention gains with clear next steps. The percentage of long-term students grew from 19% in 2018–19 to a peak of 45.6% in 2022–23 and stabilized at 36.22% in 2024–25, averaging about 32% across the term. These improvements reflect a supportive environment, individualized pathways, and wraparound services that strengthen LCFF Priority 5: Student Engagement and LCFF Priority 6: School Climate. The Charter School will continue to expand academic advising, flexible scheduling, and stability supports that help students remain enrolled long enough to meet their goals. This upward trend reflects the Charter School's focused efforts to engage and retain students who often face life circumstances that make sustained enrollment challenging, such as employment obligations, family responsibilities, or relocation. Although student mobility remains a defining feature of the population served, the improvement in continuous enrollment illustrates a learning environment where more students are choosing to stay and complete their education. **EPCTC maintained an average of 32% of students remaining continuously enrolled long-term.**

Table i.14: EPCTC Continuous Enrollment/Long-Term Students Enrollment Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Continuous Enrollment/Long-Term Students Enrollment Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	19%	N/A	23%	34.1%	45.6%	38.47%	36.22%

Table i.15: Reflection on EPCTC's Progress Toward Alternative Metrics (2018–2026)

STUDENT OUTCOMES REFLECTION FROM 2018 TO 2026 CHARTER TERM	
Attendance Rate Status: Exceeded	**Meet or exceed an average of 75% yearly attendance**
As shown in Table i.11, EPCTC exceeded its attendance goal with an average rate of over 82% across seven years, surpassing the 75% benchmark. This consistency is a major strength that reflects a strong culture of student engagement, proactive communication, and flexible attendance supports. The success stems from staff who monitor attendance daily, provide outreach to absent students, and offer accessible class schedules for adult learners managing employment and family duties. The primary challenge continues to be addressing external barriers such as housing instability and work obligations that affect daily attendance. Next steps include deepening partnerships with local agencies to provide students with transportation and wellness resources that further remove attendance barriers. Under State Priority 1 (Basic Conditions of Learning), maintaining qualified teachers and safe facilities supports these efforts, while Priority 2 (Implementation of State Standards) ensures that instruction during attendance time remains high-quality and aligned to state expectations, maximizing learning for students who show strong persistence in attending classes.	
NWEA ELA Growth Target Status: *Exceeded*	**40% of over 19 students meet ELA Growth Report**

As demonstrated in Table i.9, EPCTC exceeded its ELA Growth Target, with 40% of students meeting their growth goals on the NWEA assessment. This result highlights the school's strength in literacy instruction, effective use of data, and ongoing professional development. Students demonstrated consistent progress in reading proficiency, improving from 46% to 58% over the charter term. The success is also attributed to teachers' collaboration and targeted instructional planning aligned to State Priority 2 (Implementation of State Standards), ensuring that literacy instruction integrates CCSS and ELD Standards. A continuing challenge involves extending this literacy growth to the remaining students who are performing below grade level, many of whom are recent immigrants with limited English exposure. The next steps include expanding one-on-one tutoring and increasing the integration of language-rich content areas, especially for advanced ELD learners. Under Priority 1, maintaining well-prepared teachers who use evidence-based literacy strategies will be essential to sustain and extend these gains.	
NWEA Math Growth Target Status: ***Partially Met***	**55% of over 19 students meet Math growth target**
Table i.10 shows that EPCTC partially met its Math Growth Target, with 55% of students achieving their growth goals. The data illustrate notable improvement since 2018, rising from 37% to 43% of students meeting grade-level standards. Strengths include the school's use of small-group reteaching, data-informed instruction, and persistent teacher collaboration. These align closely with Priority 2 (Implementation of State Standards) by ensuring that math instruction is rooted in the California Mathematics Framework and that teachers are supported in its application through ongoing professional development. The main challenge remains closing achievement gaps for English Learners and newly enrolled students who enter with significant math learning loss. The next steps involve expanding intervention blocks, integrating technology-based practice, and providing targeted teacher training on conceptual mathematics aligned to Priority 1 (Basic). By deepening these supports, EPCTC aims to ensure that all students, regardless of entry point, can make accelerated progress in math proficiency.	
Graduation Rate Status: ***Partially Met***	**80% of seniors will graduate within their senior year**

As indicated in Table i.5, EPCTC made remarkable progress in increasing its one-year DASS graduation rate from 51.2% in 2022 to 74.3% in 2024, demonstrating a 23.1-point improvement. This trend underscores the school's commitment to reengaging adult learners and guiding them toward diploma completion. The primary strength lies in flexible scheduling, individualized academic counseling, and personalized learning plans that support students facing complex life circumstances. These results align with Priority 2, showing that instruction and assessment are aligned to state standards that prepare students for graduation and post-secondary options. The challenge lies in sustaining momentum toward the 80% goal and ensuring continued support for students who struggle with attendance or credit recovery. The next steps include enhancing partnerships with community colleges, expanding access to career technical education pathways, and strengthening academic mentoring. Through these actions, EPCTC will continue to align with Priority 1, maintaining qualified staff and adequate instructional materials to ensure that all students have equitable access to complete their graduation requirements.

Student Participation on TEN Feedback Loop or School Climate Survey **Status: *Partially Met***	**80% of student participation on the TEN Feedback Loop or School Climate Survey**
As presented in Table i.12, EPCTC's average student participation on the School Climate Survey was 63.6%, which, while below the 80% goal, represents meaningful engagement from students actively attending classes. A key strength is the establishment of a consistent feedback loop, allowing students to voice their opinions about school safety, connection, and instructional quality. This supports Priority 1 (Basic Conditions of Learning) by confirming that students perceive the school as a safe, inclusive environment staffed by qualified professionals. Challenges arise from the school's high mobility and adult learner demographics, which make consistent survey participation difficult. The next steps include embedding feedback opportunities into regular class sessions and using multiple digital formats to reach working students. These refinements will ensure that student perspectives continue to inform planning and strengthen schoolwide systems of support.	
Credits Completion Status: *Exceeded*	**Complete 70% of total credits attempted**
According to Table i.13, EPCTC exceeded its goal for credits completion, achieving an average rate of 78% and reaching a high of 83.18% in 2022–2023, surpassing	

the 70% target. This accomplishment highlights the school's academic rigor, flexibility, and individualized student supports. The results demonstrate alignment with Priority 2, as students successfully meet credit requirements based on courses aligned to California State Standards. A remaining challenge involves supporting students who enroll late in the term and require additional time to complete coursework. The next steps include expanding credit recovery options, using competency-based assessments, and providing extended learning opportunities. Under Priority 1, maintaining qualified staff and access to instructional resources will ensure continued success in helping students meet credit goals and accelerate progress toward graduation.	
Increase Number of Enrolled Long-Term Students **Status: *Exceeded***	**10% increase in number of continuously enrolled/long-term students**
Table i.14 shows that EPCTC exceeded its goal of increasing long-term student enrollment by 10%, achieving a rise from 19% in 2018–2019 to 36.22% in 2024–2025, with a peak of 45.6% in 2022–2023. This increase reflects the school's growing capacity to retain students through positive relationships, supportive services, and relevant coursework. The strength lies in its ability to turn a once highly transient population into one that values stability and continuity. Challenges remain in sustaining enrollment growth among students facing financial or housing instability. Next steps include enhancing academic advising and wraparound supports to maintain consistent re-enrollment. These efforts align with Priority 1 (Basic) by ensuring that students have stable access to safe facilities, qualified teachers, and the necessary materials to continue their education without interruption.	

Approving EPCTC is in the Best Interest of Students

Under Education Code Section 47607(c)(7), DASS charter schools are eligible for presumptive renewal, with consideration of performance on the Dashboard and applicable alternative metrics. Nonrenewal may occur only if the chartering authority determines that closure would be in the best interest of students. For EPCTC, the evidence overwhelmingly demonstrates that closure would not be in the best interest of its 515 students, as the Charter School provides a critical educational pathway uniquely designed to serve adult learners who are reengaging in their education after prior interruptions.

EPCTC's mission and model are centered on serving students who are predominantly Latino, socioeconomically disadvantaged, English Learners, and often experiencing homelessness, housing insecurity, or family and work obligations that make traditional programs inaccessible. While the District also authorizes a Charter School that serves younger adults between the ages of 18 and 27, EPCTC fills an equally vital but distinct role by providing flexible, individualized, and culturally responsive instruction for a broader range of adult learners, many of whom are older, parents, or working full time. The Charter School's environment offers a level of structure, care, and community engagement not typically available in larger or more traditional adult programs.

Beyond Dashboard data, EPCTC demonstrates consistent year-over-year progress in student outcomes that reflect strong alignment with LCFF Priority 4: Student Achievement and LCFF Priority 5: Student Engagement. Reading proficiency has increased by 11 percentage points and math proficiency by 6 points over the charter term, with significant gains among ELs, homeless students, and SED groups. The Charter School maintains an average attendance rate of 82%, a remarkable indicator of engagement for a highly mobile and working adult population, and a credit completion rate of 78%, supported by strong academic counseling and flexible pacing structures. These outcomes affirm EPCTC's success in closing the achievement gap for populations historically underserved by traditional schools.

EPCTC's commitment to LCFF Priority 1: Basic Services and LCFF Priority 6: School Climate is reflected in its safe, inclusive environment and its sustained 0 percent suspension rate. The Charter School's restorative and relationship-based approach fosters belonging, emotional safety, and mutual respect which are qualities essential for adult learners returning to education after prior academic setbacks. EPCTC also aligns with LCFF Priority 7: Course Access by ensuring all students receive individualized academic plans, access to standards-based coursework, and support to meet graduation and career readiness goals.

The Charter School's closure would have profound and lasting negative consequences. Approximately 515 adult students would lose access to a trusted, stable, and supportive educational setting that accommodates their work and family commitments. Many would struggle to find another program capable of providing the same level of individualized instruction, flexible scheduling, and wraparound support. For numerous students, EPCTC is not just a school; it is a community where they feel safe, respected, and empowered to reclaim their education. The loss of small class sizes, personal academic guidance, bilingual support, and targeted support services would create a severe disruption to their educational progress and diminish their opportunities for graduation and workforce advancement.

Conclusion

In accordance with Education Code Section 47607(c)(7), renewal of the EPCTC charter is in the best interest of students. EPCTC provides an essential educational environment that fosters academic recovery, social-emotional growth, and college and career readiness for adults who might otherwise remain disconnected from formal education. Renewal ensures continuity of services for 515 adult learners and preserves a proven, equitable model that aligns with California's priorities for access, engagement, and lifelong learning.

In accordance with Education Code Section 47607(c)(7), the presumptive outcome for DASS schools is charter renewal. The chartering authority may only deny renewal if it makes specific written findings, supported by evidence, that closure of the charter school would be in the best interest of students. Given the Charter School's strong academic outcomes, inclusive environment, and vital role in serving adult learners, it is

evident that closure of EPCTC would not be in the best interest of its students. Thus, EPCTC requests a 5-year renewal term, from July 1, 2026 to June 30, 2031.

Element A: The Educational Program

The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. - Education Code Section 47605(c)(5)(A)(i)

The annual goals, for the charter school

~~*Governing Law: "A description, for the charter school, of annual goals,*~~ *for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served,* ~~*or the nature of the program operated, by the charter school,*~~ *and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.* - Education Code Section 47605(c)(5)(A)(ii)~~."~~

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admission criteria may be considered to meet college entrance requirements. - Education Code Section 47605(c)(5)(A)(iii)

~~*- California Education Code Section 47605(b)(5)(A)(ii)*~~

Target Student Population

EPCTC typically serves 750 high school, 9-12th grade students, aged over 18:

- Students who are recent immigrants and for whom the U.S. school experience is
- new and intimidating. Students' primary language is Spanish.
- Out-of-school students who have not been successful in large, comprehensive high schools. Most of these students are seeking a second chance at getting an education and improving their lives, as well as their children's lives.
- Students who are working adults, holding one or more jobs to meet the Bay Area's ~~rising living costs~~ rising living costs.
- Students who are parenting and/or head of households.
- Students who endure family separation.

Demographically, EPCTC serves a predominantly low-income, Latino community. A brief summary of pertinent demographic information is as follows:

- Ethnicity: EPCTC is ~~nearly~~ 100% Latino.
- Income: approximately 96.5~~88.8~~% of students fall under the federal poverty guidelines.
- EPCTC's students are highly mobile, sometimes having to leave school to work

- ~~-~~full-time or respond to family emergencies in their home country.
- The majority of EPCTC's students have either never attended traditional schools ~~or were unsuccessful in traditional schools because of their unique needs.~~
  or were unsuccessful in traditional schools because of their unique needs.

- Students have had interrupted cycles of education in the United States and/or in their home countries.
- The majority of EPCTC students come to the school performing well below grade level in Language Arts and Mathematics.

EPCTC Student Needs

Through our extensive experience and involvement with our target population, we have been able to identify and address our students' immediate needs.

1) We recognize that all of our students need to become fluent in English. At the same time, we realize the importance of maintaining and further developing their Spanish fluency.
2) Although many of our students plan to attend college at some point, their immediate need is to acquire the skills that will help them become a productive member of the workforce.
3) We appreciate that students need a smooth transition into the new culture. Maintaining

family and cultural values while adapting to the new cultural values needs to be supported by the school environment. Our students need their international perspective to be nurtured and valued.

4) Planning for the future and opening doors to new paths is important, specifically in planning and preparing for higher education and entering the workforce.
5) Their need to embark consciously and independently on a learning program that ultimately enables them to become life-long learners, productive members of society, efficient workers, and effective family members.
6) Students need flexible scheduling and enrolling options to accommodate their family and work responsibilities.
7) Student need access to free and high-quality childcare services.

Attendance: School Year and School Day

Escuela Popular will meet or exceed the instructional minutes and school days required by the California Education Code. The school year consists of 177 instructional days. Generally, the school day begins at: 8:3000 A.M. and ends at: 2:003:10 P.M. for the morning program. On Wednesdays, students in the morning program are dismissed at 1:102:05 P.M. and at 12:45 P.M. on minimum days. Evening program begins at 4:153:45 P.M. and ends at 9:5010:30 P.M.

Attendance Requirements see Enrollment Projections

EPCTC currently serves 525 students in grades 9-12& Admissions with an enrollment of 550 students during this charter term. EPCTC has historically experienced a low stability rate, but EPCTC is committed to serving students who wish to attend the Charter School.

Table A. ~~Calendars (Appendix~~ 1*: Enrollment Projections from 2026-31*~~). See Bell Schedules (Appendix 2).~~

Grade	Current Year	Year 1	Year 2	Year 3	Year 4	Year 5
	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
9-12 TOTAL	525	525	525	550	550	550

What it Means to be an Educated Person in The 21st Century

The knowledge, skills and competencies required to be an "educated person" in the 21st century continues to increase as our state, country, and global community evolve. ~~As~~ the ~~Department of Labor's (2017) SCANS report underscored, the~~ rapid shifts in~~of~~ industries that drive the~~our~~ economy require a drastically different employment force ~~workforce~~ than in previous generations. ~~More than ever before, today's workforce needs to be able to have basic skills, thinking skills, and personal qualities. In addition to these skills, we will prepare students with the five competencies: Resources, Interpersonal, Information, Systems, Technology.~~ The contributions made by all levels of today's workforce are measured based upon~~on~~ the value -added to an idea, product, or service. In order to be competitive in today's job market, knowledge and capacity in more than one discipline is often necessary, whereas competence in one area was sufficient in the past. Working effectively as part of an interdisciplinary team to successfully carry out the mission of an organization is increasingly important, specifically amongst a diverse community~~The new global economy requires a workforce that can work across borders and appreciate cultural differences among co-workers, business partners, and customers~~.

Therefore, we believe an "educated person" in the 21st century is a self-motivated, competent, lifelong learner who exhibits the following traits:

RISE by being...

Responsible citizens

- who are globally aware,

- who appreciate the civic, economic, historical and cultural perspectives of diverse peoples,
- who can function in a multicultural world,
- who are proud of their roots and personal value,
- who care for the environment.

Intellectually curious and independent learners

- who achieve academic excellence through rigorous active learning,
- who use critical thinking skills to understand and solve complex problems across disciplines,
- who are able to analyze, synthesize, and evaluate.

Sound healthy individuals

- who understand the importance of physical fitness, and the need for a lifestyle that is balanced intellectually, physically, and emotionally,
- who achieve wellbeing for themselves.

Effective bi-literate and bilingual communicators

- who can acquire information through reading and listening,
- who can write clearly and concisely,
- who can communicate ideas and thoughts in group setting and when making presentations,
- who can use academic language effectively in Spanish and English.

EPCTC believes that a well-developed academic program coupled with targeted job skills training that are offered in a nurturing learning environment both inside and outside of the classroom will help to prepare students with these skills.

How Learning Best Occurs – Instructional Design

Support with Basic Needs

Escuela Popular believes that learning best occurs when student needs are diagnosed and matched with meaningful and relevant educational strategies. Additionally, Escuela Popular meets students where they are ~~at~~ academically and linguistically. In light of the school's target student population, Escuela Popular believes that English ~~Language~~ Learners are capable of achieving the highest academic standards where students learn English without having to sacrifice content or their native language. Students are provided with additional resources, to eliminate barriers, such as free childcare, transportation, flexible scheduling, open enrollment, parent education, nutrition classes, health & wellness electives, medical van, immigrant rights resources, DACA support, citizenship application support, FAFSA application support, AB540 application support, and advocacy support.

Broad Curriculum Content

Escuela Popular follows an accelerated and sequenced ELD~~English language development~~ curriculum that prepares students for high school core classes aligned to Common Core State Standards. Our instruction is designed using the Backwards Mapping, Understanding by Design, approach to teaching. Embedded in our curriculum are critical thinking, writing, speaking, collaboration, and technology skills to provide a rigorous high school education. ~~speaking, collaboration, and technology skills to provide a rigorous high school education.~~

~~See Sample Course Descriptions (Appendix 3) and Instructional Materials (Appendix 4).~~ Our teachers utilize formative and summative assessments, adopted from Dylan William's Assessment for Learning techniques and strategies. Escuela Popular provides a safe learning environment that promotes and prepares students for college & career readiness through a robust academic counseling program that offers college admissions support, financial aid application completion & submission, AB540 applications, college entrance placement exam guidance, college campus visits, and individualized class scheduling.

Curriculum

Curriculum plays a vital role in any educational program. Quality curriculum needs to be culturally relevant, aligned to State Standards, and current in both delivery and instructional methods. (See Appendix 8 Course Descriptions/Scope and Sequence/Curriculum Maps.) All of the instructional materials and resources mentioned are subject to be changed as the educational partners will need to play an active role in reviewing and advising the Executive Director and the Board on the purchase of instructional materials and resources needed.

Table A.2: Instructional Materials (Subject to Change)

Academic Discipline	Standards	Curriculum Resources	Te
Core CCSS Framework Selected Literature Novels EDGE Curriculum Area Newsela NoRedInk Readworks Variety of Literature Texts			
Mathematics	Common Core State Standards	Integrated Mathematics (Houghton Mifflin)	
Social Studies	Common Core State Standards	American Government (Prentice Hall) Modern World History (Houghton Mifflin) The Americans (Houghton Mifflin) New Wa	
Science	Next Generation Science Standards	Biology (Pearson) Physical Science (AGS)	
English Language Arts/English Language Development		Side By Side Plus Level 1-3 Steven Molinsk NoRedInk Visions Language, Literature, Content Bo (Heinle Cengage Learning 2004) Visions Language, Literature, Conter Edge Fundamentals A-C 2 Longman Keystone E Keys to Learning (Pearson Parrot in the Oven Narrativ For Color I Know Why the Caged B The Pea The Glass Menag And the Earth Did Not De Chicana Falsa Poems of Who's Irish Newsela	

		Google Classroom G-suite
~~Physical Education~~	~~California State Standards~~	~~California Content Framework Variety of Ec~~
~~Foreign Language~~	~~World Languages Standards~~	~~EL Espanol Para Nosotros (McGraw Hill) Variety of Literature Texts~~

Mathematics	Pre-Algebra; Malloy, Price, et al.; Glencoe McGraw Hill; 2003, Columbus, Ohio Elementary and Intermediate Algebra (A Combined Course); Charles P. McKeague; Thomson Brooks/Cole; 2004, Belmont, CA Geometry; Siegfried Haenisch; AGS; 2001, USA Integrated Mathematics, Kanold, Timothy, Houghton Mifflin Hardcourt Company, 2015 Big Ideas Math. Integrated Mathematics I, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics II, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics III, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Khan Academy Teacher-created Material
Science	Conceptual Integrated Science Explorations, Hewitt, Lyons, Suchocki, Yeh (Pearson Education) Biology, Miller, and Levine (Pearson, 2019) Practice Book for Conceptual Integrated Science
History-Social Science	New Ways of Thinking EMC Publishing (2007) American Government Magruder's Prentice Hall (2002) Modern World History (Patterns and Interaction) Holt McDougal (Houghton Mifflin) (2012) The Americans (Reconstruction to the 21st Century) Holt McDougal (Houghton Mifflin) (2012) Voices of Freedom 4th Edition (Pearson Education 2012) (adopted 2001)

World (Foreign) Language	El español para nosotros: Curso para Hispano hablantes Level 1(McGraw-Hill) TEMAS (adopted 2014)
Health/Physical Education	Health Education Framework for CA Public Schools, K-12, 2021 Health Education Content Standards for CA Public Schools, K-12, 2008 Physical Education Framework for CA Public Schools, K-12, 2009 Physical Education Model Education Standards for CA Public Schools, K-12, 2005
Visual and Performing Arts	CA Arts Education Framework for Public Schools, PK-12, 2020 Visual and Performing Arts Content Standards, K-12, 2019
Career Technical Education	CTE Framework for CA Public School, 7-12, 2007 CTE Model Curriculum Standards for CA Public Schools, 7-12, 2013 Basic Computer Skills - Google Applications

Description of Instructional Approaches and Strategies

EPCTC is achieving its mission by implementing strategically selected practices, concepts, and models. The design of this charter school is based upon the collection of best practices and experiences of the founding members, who have over 75 years of experience and training working with this target population. In addition, EPCTC draws upon the expertise of the CTC staff to co-develop relevant, engaging job skills courses that complement the academic program and provide the target population with the skills and habits they need to enter a highly_-skilled workforce. Below are the core practices, concepts, and models that EPCTC employs.

Intensive English Language Development Accompanied with Formative and Summative Assessments

Many of EPCTC's students are native Spanish speakers with a great need for intensive English language development. Therefore, the curriculum calls for pre-literacy intensive English instruction, where students are routinely assessed on English language development and grouped based upon their language proficiency. As their proficiency develops,,, multiple content areas such as Social Studies and Sciences, are introduced

with primary language support.

with primary language support.

Performance-Based Learning and Skills
Teachers provide students with opportunities to engage in authentic and meaningful tasks that are essential to applying the skills needed in the workforce and career readiness. Technology skills (job skills) learned spiral through all academic core classes. Performance tasks assigned incorporate the skills the students have learned in technology classes and core academic classes, providing a relevant and authentic application. These culminating performance tasks provide relevance to the students as well as help them hone their job skills through the use of technology. Performance tasks could include:

- Interviews, debates, role plays, persuasive writing,
- Culminating oral personal education reflection task (PER),
- Developing a business plan in economics,
- Writing and designing a publication that advocates for a particular policy initiative,
- Engage in debates related to current and relevant topics.

Newcomer Center Model
Many of the students served by EPCTC are recent immigrants who are attending school in this country for the first-time. They are newcomers to the U.S. culture and often are not familiar with the codes of power needed to be successful in school or in this country. Therefore, EPCTC seeks to provide a nurturing environment that is flexible and sensitive to these needs; which incorporates life skills to navigate the new society and access appropriate resources. On-site referral services, academic counseling, advocacy on issues such as immigration, housing, workplace rights, and civil rights are provided to address issues outside the classroom that may prevent students from learning.

EPCTC seeks to eliminate barriers by taking a holistic approach to supporting students in school providing resources in the following: VTA bus passes, no-cost childcare, morning and evening classes, academic counseling that takes into account previous education.

Description of Learning Setting

Family Learning Center Model

Escuela Popular regards family involvement and support as essential to students' academic success. EPCTC involves the whole family in the learning experience. Many parents attending EPCTC have children attending EPAFLC.~~Escuela Popular's 18 and under academy.~~ These parents, who need to learn English and obtain their high school diploma, become students alongside their children. Home becomes a place of learners. Parents are able to support their children's education because they can better relate to their children's~~students~~ learning experience. Between EPAFLC~~Escuela Popular~~ and EPCTC, the grade levels served allow for entire families to attend as students. In addition, EPCTC provides its students with high quality no-cost childcare.

Small Learning Communities Through a School-Within-School Model

Students learn best in small nurturing environment where they are known well, treated as individuals, and their backgrounds are honored. Small learning environments allow for

-stronger bonds/relationships amongst students and teachers, where students can receive individualized attention.

Description of Program Aligned to School's Mission and Vision

Vision: Escuela Popular~~EPCTC~~ educates to transform lives.

Mission: Our family learning center believes that teaching is an act of love through which learning is reciprocal. We develop bilingual, bicultural~~bi-cultural~~ students fully prepared to continue onto higher education and empowered to pursue their goals in a global society.

As a family learning center, Escuela Popular's mission is to provide ~~EPCTC's provides~~ all students ~~adults and families~~ with the opportunity to engage in purposeful, stimulating, and enriched~~enriching~~ educational experiences ~~and to learn valuable life and career skills~~ to meet their basic needs and to go beyond them. Through the Escuela Popular/Center for Training and Careers, Family Learning Center, adults and families are served as well. Escuela Popular is committed to community improvement by fostering pride in learning and student leadership.

- Escuela Popular believes educated individuals raise the standard of living and quality of life for their families and the community as a whole.
- Escuela Popular challenges the whole school community (students, parents, guardians, families, teachers, staff, administrators, and community members) to believe in their dreams and to make their dreams a reality. EPCTC provides the tools to enable them to build on their strengths and overcome obstacles so they may rise above the expectations the outside world has had for them and that they have had for themselves.

Escuela Popular believes that teaching is an act of love, and that life-long learning empowers all human beings.

The overall vision of EPCTC is to empower the community through education. EPCTC is a Transitional Kindergarten to 12th grade family learning center that serves entire families in conjunction with EPCTC's Over 19 Academy. We are committed to providing meaningful learning experiences in a small school setting to ensure that we are impacting the lives of every student. We seek to enable students to become self-motivated, competent, and lifelong learners. We are a community school with quality age-appropriate academies in a school within a school model. EPCTC is open extended hours to accommodate the academic and non-academic needs of its students. The Charter School focuses on preparing students to master the State Standards and to pursue higher education opportunities.

Core Values:

- **Love:** We believe teaching is an act of love; therefore, we work to liberate and empower participants for self-determination. Love is an inward development of compassion and the capacity to believe unconditionally in self and others. Such love transforms lives.
- **Emotional Wellness:** We strive to take care of ourselves physically and mentally to teach and learn from a foundation of confidence and emotional strength. This

- -leads to a lifestyle that is positive and balanced intellectually, physically, and emotionally.
- **Respect:** Our community of students, parents, and staff practices mutual respect and will feel affirmed in spite of any differences in education, economic background, language, culture, age, learning style, and lifestyle~~life style~~ on a deep level of friendship.
- **Collaboration:** We are committed to nurturing an environment of respect and collaboration, which enriches teamwork, sharing ~~of~~ responsibilities, collective problem solving, and building on each other's strengths. We continue to build healthy and strong relationships through open dialogue.
- **Constructivist Learning:** Since we believe teaching is an act of love, we meet our students where they are and differentiate our engagement with them accordingly. We will learn and build upon our students' prior knowledge and intuition.

~~build upon our student's prior knowledge and intuition.~~

- **Safe and Organized Learning Environment:** We create a learning environment where equity is highly valued so participants feel safe to express themselves, take risks in learning, and trust that their voices will be heard. As equal participants, students and staff should~~must~~ take ownership in contributing to a school culture that is organized, responsive and well prepared.
- **Success:** Success is the short and long-term transformation of individual's experience as they continually evolve into lifelong bilingual learners who achieve well-being for themselves, their families, and community.

EPCTC is committed to providing meaningful learning experiences in a small school setting to ensure an impact within the lives of every student. EPCTC is a community school with quality age-appropriate academies in a School-Within-School model. EPCTC is open extended hours to accommodate the academic and non- academic needs of its students. EPCTC is focused on preparing its students to master the State~~Common Core~~ Standards, pursue higher education opportunities and/or career opportunities.

Means to achieve mission and vision

EPCTC is achieving its mission and vision by implementing the following practices, concepts, and models. The design of this charter school is based upon the collection of the best practices and experience of the founding members who have over 100 years of experience and training working with this target population. We feel that learning best occurs when student needs are diagnosed and matched with meaningful and relevant educational strategies.

Educational Philosophy

The educational philosophy at EPCTC is driven by the knowledge that all students, if given adequate support from a community school, are capable of succeeding in college, career, and life. It is with that optimism and with research-based strategies on improving student achievement that the Charter School's educational program is designed. The Charter School mission and vision drive everything at EPCTC, from school culture to the academic program.

Description of Curriculum Aligned to Student Performance Standards

EPCTC is a welcoming and safe environment for all students, which develops relevant curriculum partnered with performance tasks; and aligned with the appropriate standard based on the course subject, as a key to building on the students' strengths and bringing relevance to their studies. EPCTC also believes that the everyday learning experiences for all students should~~must~~ be authentic and relevant to their lives. Interdisciplinary units help students connect everyday experiences with learning and serve~~serves~~ to better prepare ~~its~~ students for college and careers. EPCTC also strongly stresses the development of bilingual/biliterate students. EPCTC emphasizes life-long learning~~,~~ and prepares students to attend college or directly enter the workforce.

EPCTC

~~EP CTC~~ has aligned its learning outcomes to the Common Core State Standards, Next Generation Science Standards, California English Language Development Standards, and College & Career Readiness Standards. EPCTC believes that assessment informs practice, and ~~must~~ continually reflects~~reflect~~ upon its curriculum and instruction to ensure that students exceed standards.

EPCTC attempts to diagnose and discover the academic strength and level of each student~~,~~ and build individual academic plans that are appropriate to their needs. EPCTC focuses upon:

- intensive English language development instruction with conceptual and primary language support (Spanish)
- continuous and routine assessment of English language development
- student responsive scheduling based on academic level
- individualized academic plans
- college and workforce preparation
- upon achieving an emerging level of English language development, then transitioning to multiple disciplinary studies.
- developing bilingual and bi-cultural students

EPCTC's goal is to provide all over 18 students with the opportunity to engage in purposeful, stimulating, and career enhancing educational experiences to meet their basic needs and go beyond, in addition to the following:

- EPCTC will treat all students as gifted and talented. Differentiate instruction to fully develop student talents, recognizing their varied learning styles.
- EPCTC will be led by the instructional leaders of the organization and will be responsive to student needs by developing a shared decision-making process that is focused around student needs.
- EPCTC is committed to community improvement by fostering pride in learning and student leadership. The school believes that educated individuals raise the standard of living and quality of life of their families and the community as whole. The goal is to develop and prepare all students, faculty and staff to participate actively in the community.
- The goal is to teach students to dream and achieve their dreams through education.

Plan to Support Students Not Meeting Pupil Outcomes

Teachers regularly monitor student progress. Escuela Popular regularly monitors student progress. Teachers regularly administer assessments, such as NWEA MAP, SBAC, ELPAC~~CELDT~~, PFT and other applicable external and internal assessments, to identify students who may be academically low-achieving or at-promise~~risk~~ at the beginning of the year and on regular cycles throughout the year. Those students performing significantly below grade level have access to the following opportunities:

- **Summer school:** Courses are offered during the summer session to focus on the areas of reading, writing, listening, and speaking during a 4-6 week session.
- **Math Lab:** This class is designed to address students'~~student's~~ current level and development in pre-_core math standards. Teachers~~Instructors~~ provide individualized instruction for students in order to prepare students for core Math courses, at the students' pace of learning.
- **Outside of Classroom Support**: Teachers provide support after school, before school, using online tools, and during school breaks to individual students. Additional support assists students with reaching a level of understanding and mastery to be promoted next level of learning.
- **Additional Tutoring:** Tutoring periods are established within the school day to support students in the areas of Math and English.
- **Foundational skills support and instruction:** These are necessary and important components of any reading program so that students may become proficient and fluent readers. The skills include phonological awareness that ranges from phonemic awareness, the ability to detect and manipulate individual sounds within words, syllables within words, words within sentences and rhymes~~rimes~~. Many nonreaders~~non-readers~~ hear sounds but are unaware of the individual phonemes
- **10-Week Interval and performance-based course scheduling:** Students are scheduled in courses appropriate to their reading, writing, speaking, and listening levels, students needing additional time to focus on specific standards have the opportunity to retake and/or receive additional instruction before moving to the next level, as needed by the student.
- **Small Class Sizes:** Teacher to student ratio is small, when compared to comprehensive schools, at times as low as 10~~5~~ to 1 ratio, allowing more time for individualized instruction.

Bilingual

- ~~**Bi-lingual** **Staff (Spanish) to support with conceptual understandings:**~~ Bilingual~~Bi-lingual~~ staff provides support in primary language to teach concepts and understandings, then transferring the learning to English. Students not reaching the standards often have~~has~~ success in learning it in their primary language to expedite their learning in English.
- **Lexile leveled assigned texts:** Teachers have available student's individual Lexile levels which allows for individualized reading assignments and practice to engage students in reading assignments that are within the students reading range for maximum potential to improve reading comprehension and vocabulary.

Additionally, students have access to academic counseling support where they receive guidance and support on fulfilling their academic plan and graduation requirements. There is on-going communication to support students who are not meeting their student ~~outcomes.~~

outcomes.

Instructional Design and Strategies Based Upon Successful Practice or Research

In meeting these students' needs, we have seen an increase in academic success.

1) Our teaching methods are inspired by "popular education" as defined by Paulo Freire. The concept of popular education is based upon serving students by identifying basic needs and building on their strengths while providing instruction that is relevant to their lives. EPCTC assesses~~assess~~ its students to find out where they are when they come to EPCTC and then begin to direct their education to higher levels of learning. For example, most of the student population requires intensive ESL, Literacy, and Math classes in their first year with EPCTC. As their English proficiency and Literacy levels increase, students are able to meet the challenges of other core subjects, such as the social sciences and natural sciences. EPCTC also places emphasis on dual language instruction so that our students become biliterate. Spanish is the source of knowledge used to accelerate our students' academic progress.
2) EPCTC regards family involvement and support as essential to students' academic success. EPCTC involves the entire family in the learning experience. Parents in EPCTC will often have siblings and children attending Escuela Popular. Home becomes a place of learners. Parents and children reinforce each other's education because they can better relate to each other's~~their~~ learning experience.
3) Most of the staff at EPCTC is reflective of the student body. Many have faced similar obstacles as those faced by its students. The curriculum and school culture are familiar to the culture of the students. In this manner, EPCTC is able to provide a smooth transition into the new culture. Codes of power that exist in the U.S. are explicitly taught to its students.
4) EPCTC engages students in activities that nurture freedom, a sense of well-being, and a consciousness that with the right attitude they can undertake any challenge and be successful. Students are challenged to dream and to work towards the accomplishment of those dreams.

Based on this educational design, EPCTC students may spend 1-3 years developing their English language proficiency. EPCTC students begin at a reading level equivalent to the third grade and through the access high level instruction and support they are able to understand rich literature such as Macbeth, Don Quixote, and Animal Farm.

~~Students at EPCTC are be able to continue their development of both languages, equipping them with a high level of language proficiency in two or more languages. This model is very appropriate for EPCTC students because the majority are monolingual native Spanish speakers and this type of instruction builds upon their language skills.~~

~~EPCTC recruits, trains, and retains bilingual teachers who share a common philosophy and are dedicated to being successful with English language learners, which comprises the majority of the neighborhood community.~~

~~As per California state law, all EPCTC students are required to complete a home language survey upon registration during the enrollment process. Upon successful completion of the orientation program, the school registrar confirms English language status in CALPADS. If a student indicates English is not their primary language and is not listed as "reclassified fluent English proficient" (RFEP), are administered the California English Language Development Test (CELDT) in the timeframe required by the state. Students who enter after the annual assessment window and who were not tested at another California school are tested within the first 30 days of enrollment. All English language learners are tested yearly, including those who have not reached their 22nd birthday. EPCTC complies with all state and federal laws regarding service provisions.~~

~~***Reclassification Procedures***~~*Credit Recovery*

A Counselor meets with each high school student each year. The Counselor monitors the grades of all students each semester. If a student is credit deficient, the Counselor conferences with the student and educational rights holder to develop a plan for the student for credit recovery. Students may recover credits by reenrolling in the class the following year or during summer school. The Counselor monitors all students taking credit recovery courses monthly and reports the student's progress to the Principal, the educational rights holder, and the student. If a student fails to make progress the following month, the Counselor conferences with the student and educational rights

holder to review the plan for credit recovery and make necessary adjustments to the student's schedule.

Dual Enrollment

EPCTC offers an opportunity for students to participate in a dual enrollment program with San Jose City College. College courses provide students with college credits. Students receive a transcript from San Jose City College upon request. (See Appendix 9 Dual Enrollment Agreement.)

Accreditation and Transferability of Courses

EPCTC received a six-year Western Association of Schools and Colleges accreditation which affirms the quality and credibility of its academic program. Additionally, A-G approved courses support alignment with California college entrance requirements. Together, WASC accreditation and A-G approval ensure that courses offered at EPCTC are transferable to other public high schools and meet UC/CSU eligibility standards. During the initial enrollment process, Orientation, and through individual meetings with the counselor, and students, EPCTC informs students about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. If a student is transferring into EPCTC and the transfer might result in an inability to obtain the credits needed to graduate, EPCTC will advise the students about credit recovery options and what is required to meet graduation requirements. EPCTC will explain which course requirements the student is missing and suggest avenues by which the necessary credits can be obtained. In addition, students can find this information in the Student and Family Handbook (See Appendix 10).

Professional Development

Comprehensive professional development is imperative to the success of our teachers in effectively teaching students. (See Appendix 11 Collaborative Meeting Schedule.) EPCTC has developed a strong professional development plan to support and address the needs of teachers to ensure that the highest quality instruction and support is offered to the students. The primary areas of focus for professional development include understanding the mission and vision of the Charter School, implementing best practices to ensure college and career readiness, school safety, standards-based curriculum and differentiated instruction, supporting all students including EL, SED, SWD, interventions, SEL, data analysis, family partnerships and participating in shared decision making including contributing to key critical planning documents LCAP, WASC, etc.).

The following topics below will be covered in PD sessions during the charter term, including but not limited to academics and governance.

Table A.3: Professional Development Sessions (Subject to Change)

Category	Examples
EPCTC	School Mission/Vision Core Values Community School Bilingual, Biliterate, Bicultural Students Employee Handbook Teacher Evaluation Student Information System
New Teacher	School Mission/Vision Clear Learning Objectives Instructional Strategies Curriculum and Lesson Design Developmental Pacing Guides
Pedagogical	Understanding the "Whole Child/Student" Developing Resilience and Hardiness Zone of Proximal Learning Waldorf Inspired Teaching Strategies (TK-1) Language Acquisition Culturally Responsive Pedagogy Translanguaging/Bilingual Education ELD Standards Additional training in methods and strategies will be conducted based on student needs.
Student Support	Developing Community and Families as Partners Classroom Management Student Engagement/Motivation/Achievement Positive Behavior Interventions and Supports Designated and Integrated ELD High Achieving Student Strategies Effective Use and Integration of Technology School Climate and Culture Social Emotional Learning Effective Instructional Practices College and Career Readiness Differentiated Instruction Perspectives of Inclusion Multi-Tiered System of Supports Response to Instruction and Intervention Student Success Team Process Special Education: legal timelines, SELPA Instructional Strategies for working with SWD LGBTQ Cultural Competency Training policies,
Standards	ELD/ELA Framework Fidelity to the Curriculum Alignment to State Standards and Frameworks

Assessments	State: CAASPP, CAST, CAA, ELPAC, etc. High School: PSAT, AP, SAT, ACT NWEA MAP Growth DIBELS
Data	Using Data to Inform Instruction Analyzing Data to Determine Students' Needs
Safety	Mandated Trainings Comprehensive School Safety Plan Health and Safety Policies and Procedures School Operations, Policies and Protocols

Annual Goals and Actions in the State Priorities~~:~~

~~Escuela Popular CTC reclassification procedure utilizes multiple criteria to determine proficiency in English including:~~

1. ~~Assessment of English language proficiency (ELP), using an objective assessment instrument, including, but not limited to, the state test of English language development (CELDT or ELPAC); and~~
2. ~~Teacher evaluation, including, but not limited to, are view of the student's curriculum mastery; and~~
3. ~~Student opinion and consultation; and~~
4. ~~Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age. See Reclassification Process (Appendix 5).~~

~~Student will receive a reclassification meeting notification letter, where they are invited to discuss their English proficiency and academic achievement and possible redesignation as Fluent English Proficient.~~

~~All EPCTC certificated teachers possess English Language authorization.~~

~~The founders are all educators who have extensive personal and professional experience in working with English language learners. In fact, all of the founding members' native language is Spanish, and all were English language learners in traditional public schools growing up. Two of the four have Masters of Arts degrees specifically in bilingual/bicultural education from Teachers College, Columbia University. One founder received her Masters of Arts degree in education from Stanford~~

~~University. In addition, she completed all her advanced coursework as a doctoral student at the University of San Francisco. EPCTC believes that English language learners~~

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the State Priorities" in Element B of the charter for a reasonably comprehensive description of the Charter School's annual goals to be achieved in the State Priorities, schoolwide and for all numerically significant pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii) and 47605(c)(5)(B)).

Academic Calendar and Schedules

EPCTC will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction (See Appendix 12 Instructional Minutes Certification): (A) To pupils in grades 9 to 12, inclusive, 64,800 minutes.

Table A.4: Bell Schedules (Subject to Change

CTC Bell Schedules

CTC AM High School
2025-2026 Bell Schedules
Monday, Tuesday, Thursday, Friday Bell Schedule

Start Time	End Time	Description
8:30 AM	9:20 AM	Period 1
9:20 AM	9:30 AM	Brunch
9:30 AM	9:35 AM	Passing
9:35 AM	10:25 AM	Period 2
10:25 AM	10:30 AM	Passing
10:30 AM	11:20 AM	Period 3
11:20 AM	11:25 AM	Passing
11:25 AM	12:25 PM	Period 4/ Silent Reading
12:25 PM	12:55 PM	Lunch
12:55 PM	1:00 PM	Passing
1:00 PM	1:55 PM	Period 5
1:55 PM	2:00 PM	Passing
2:00 PM	3:00 PM	Period 6

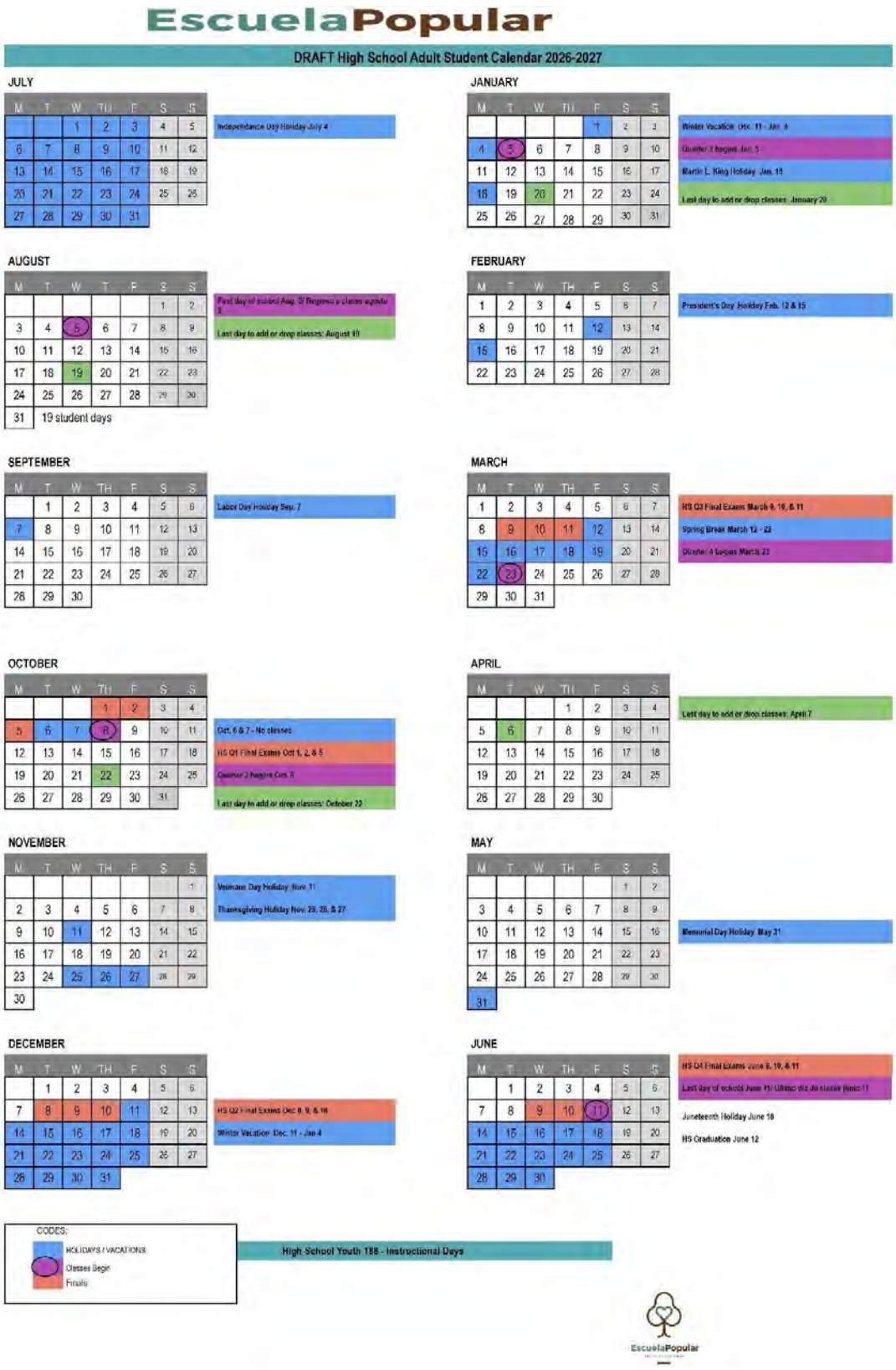
CTC AM High School
2025-2026 Bell Schedules
Wednesday Bell Schedule

Start Time	End Time	Description
8:30 AM	9:10 AM	Period 1
9:10 AM	9:20 AM	Brunch
9:20 AM	9:25 AM	Passing
9:25 AM	10:05 AM	Period 2
10:05 AM	10:10 AM	Passing
10:10 AM	10:55 AM	Period 3
10:55 AM	11:00 AM	Passing
11:00 AM	11:45 PM	Period 4
11:45 PM	11:50 PM	Passing
11:50 PM	12:35 PM	Period 5
12:35 PM	1:05 PM	Lunch
1:05 PM	1:10 PM	Passing
1:10 PM	3:00 PM	Period 6

CTC PM High School
2025-2026 Bell Schedules
Monday - Friday

Start Time	End Time	Description
4:15 PM	5:10 PM	Period 1
5:10 PM	5:20 PM	Break
5:20 PM	5:25 PM	Passing
5:25 PM	6:15 PM	Period 2
6:15 PM	6:20 PM	Passing
6:20 PM	7:25 PM	Period 3/Silent Reading
7:25 PM	7:55 PM	Lunch
7:55 PM	8:00 PM	Passing
8:00 PM	8:50 PM	Period 4
8:50 PM	8:55 PM	Passing
8:55 PM	9:45 PM	Period 5
9:45 PM	9:50 PM	Passing
9:50 PM	10:45 PM	Period 6

Table A.5: 2025-26 EPCTC School Calendar (Subject to Change)



Supporting Special Populations

EPCTC is an inclusive charter school and offers services for all students in special populations. This includes, but is not limited to, socioeconomically disadvantaged students; students who are identified as EL; students who are identified as RFEP; students who are Homeless or Foster Youth; and students who receive Special Education services. EPCTC serves all students with an Individualized Education Program ("IEP"), regardless of their eligibility. EPCTC will follow the applicable regulations of the ESEA. The students who are identified as EL will receive daily instruction in ELD in addition to teachers using Specially Designed Academic Instruction in English ("SDAIE") strategies including accessing prior knowledge, cooperative learning, hands-on instruction, student communication, explicit vocabulary instruction, multicultural education and checking for understanding.

Students are most successful when there is a cooperative effort between the students and Charter School personnel with a commitment to and clear agreements regarding shared responsibility. EPCTC has developed time in the professional development calendar for teachers to evaluate data and to plan strategically to support all learners. Instruction is differentiated according to learning styles, strengths, abilities, and interests to support all learners. Students receive actionable and timely feedback, which empowers them to achieve by building on what they know. All students will receive a rigorous, standards-based, and experiential learning experience. Teachers provide additional differentiated instruction. Students who experience problems with academic achievement or who demonstrate the need for behavior support will be referred to services by the Student Support Services office or the Student Study Team ("SST") for further discussion regarding interventions.

EPCTC maintains a culture of high expectations for all students. EPCTC believes that all students can achieve high standards, regardless of their strengths and challenges, and, therefore, all students should be offered opportunities to engage in and succeed with a rigorous curriculum.

Multi-Tiered System of Supports and Response to Instruction and Intervention is a comprehensive framework designed to ensure the academic, behavioral, and social success of all students. By integrating State Standards with differentiated and student-centered learning, MTSS addresses individualized student needs through an alignment of systems that promote success. California's long-standing history of support systems includes Response to Instruction and Intervention ("RtI²") processes, Special Education services, Title I and Title III programs, services for English Learners, and those in gifted and talented programs. MTSS builds on these foundations by driving systemic change through intentional design and redesign of services, enabling rapid identification, and matching of student needs with appropriate interventions.

[2]

While both MTSS and RtI² share similar goals, MTSS encompasses a broader and more comprehensive scope. RtI² focuses primarily on students who are struggling and emphasizes teamwork and data-driven decision-making to improve student outcomes. In contrast, MTSS seeks to align all systems, initiatives, and resources across the Charter School and grade levels. It systematically supports all students, including gifted and academically high-achieving students, by integrating services in a way that sets higher expectations for every student. Unlike RtI², which emphasizes specific interventions for struggling students, MTSS promotes universal supports such as UbD strategies to ensure all students benefit from differentiated instruction and opportunities for success.

MTSS integrates instructional and intervention supports with a focus on long-term systemic change, ensuring sustainability and alignment with State Standards. It challenges school staff to adopt innovative practices across all school settings, promoting collaboration and high expectations for all students. MTSS does not influence special education placement decisions but instead focuses on supporting all students in educational contexts through intentional and holistic design.

MTSS incorporates many of RtI²'s principles, such as high-quality, research-based instruction that values cultural and linguistic relevance. Both frameworks rely on universal screening, diagnostic assessments, and progress monitoring to inform tiered interventions. They also emphasize positive behavioral supports, collaborative problem

[2] California Department of Education. "California SUMS Initiative: Multi-Tiered System of Support." California Department of Education, https://www.cde.ca.gov/ci/cr/ri/. Accessed 24 Jan. 2025.

solving, and data-driven practices to improve student outcomes. MTSS expands upon these shared principles by embedding them into a broader system designed to serve the needs of every student, ensuring equity and inclusivity in education.

This comprehensive approach positions MTSS as a powerful framework for fostering academic, social, and behavioral growth while addressing the diverse needs of students.3

Student Study Team Process

The Student Study Team is a positive schoolwide early intervention process to support students who are not making satisfactory academic, behavioral, and/or social progress. EPCTC sets up an SST, which is comprised of students, teachers, administrators, and other professionals, as appropriate. The SST meets regularly to highlight a student's strengths upon which a plan for improvement can be based. The SST designs a practical support plan that all team members agree to implement. Follow-up meetings will take place to monitor student progress with the interventions in place. The SST may determine to refer a student for special education evaluation or may monitor the students through the SST protocol based on the student's need.

SST Protocol

Step 1. The Charter School personnel (teacher, support staff, administrator) or the student or educational rights holder requests a referral to the SST. This referral includes information regarding specific concerns and prior interventions and accommodations. The student and educational rights holder are contacted and informed of the referral.

Step 2. The team members review and collect information relevant to the student's performance. This information could include information provided in student's cumulative file, educational rights holder/teacher/administrator observations, grade reports, formative assessments, homework, attendance, educational rights holder, and student information regarding the student's academic and health history, teacher reports, results of state academic assessments, and a list of prior interventions.

Step 3. The team establishes a meeting time when all members can participate and be actively involved in the problem-solving process. A translator is provided if needed.

Step 4. The SST meeting representatives summarize strengths, concerns, discuss, and develop an action plan with academic or behavioral interventions. Modified interventions are then documented and monitored for success. The team brings: 1) completed evaluation forms; 2) relevant work samples; 3) list of interventions attempted; 4) and the student's cumulative file.

Step 5. If the plan is unsuccessful, a follow-up meeting is held within 4-6 weeks to discuss alternatives for accommodations and interventions. The SST process may be repeated. If the revised plan remains unsuccessful, the student may qualify for more structured modifications or a Section 504 Plan. An unsuccessful SST process could lead to a

[3] California Department of Education. "California's Multi-Tiered System of Support (MTSS)." *California Department of Education*, 2020, https://www.cde.ca.gov/ci/cr/ri/. Accessed 24 Jan. 2025.

determination or qualification for Special Education.

All throughout the SST process, clear lines of communication are in place between EPCTC administration, staff, students, and special education staff (as appropriate) as the SST process is implemented.

Supporting Academically Low-Achieving Students

EPCTC is designed to respond to and support the needs of students who come to the Charter School achieving below their potential. Our school size, community supports, and educational program allow us to readily identify and target low-achieving students and provide them with the support they may need to succeed. Students and teachers regularly check student progress, and the following process is followed.

Assessment

All EPCTC students participate in and benefit from an academically rigorous and standards-based curriculum. Academically low-achieving students are identified by meeting any of the following criteria performs at least two (2) grades below grade level, does not meet standards on state testing, answers sixty percent (60%) or more incorrectly on school benchmarks or multiple measures assessments, and fails to demonstrate a minimum of one year of academic growth in reading, writing, and/or math during each year. Academically low-achieving students are identified by teachers, who notify the students and refer them for interventions.

Interventions

EPCTC takes a systematic approach to closing the achievement gap by allocating multiple resources to academically low-performing students. EPCTC teachers will address the needs of academically low-achieving students in the following manner:

After-School Tutoring

Students who are identified as academically low-achieving in reading or math are strongly encouraged to enroll in after-school tutoring. These sessions are taught by trained tutors who provide students with extra time to complete their regular coursework and receive additional assistance to develop English and math skills. Students receive support with study and time management skills. In addition, academically low-achieving students at the high school level benefit from the opportunity to complete homework assignments in a quiet environment with support as needed from teachers.

Additional Staff Support Time for Students

Classroom teachers are available before and after-school for small groups or individual review sessions. Academically low-achieving students are encouraged to attend these sessions on a weekly basis. In meeting with students, teachers may reteach material, provide additional support for completing assignments, provide additional individualized instruction, and/or offer alternative assessments.

Teaching Learning Communities

During weekly meetings, and during informal daily collaboration time, teachers meet and discuss individual progress of academically low-achieving students. The discussions focus on tracking progress, identifying areas of need, and effective intervention strategies.

Progress Monitoring

EPCTC is also committed to monitoring the progress of academically low-achieving students as part of prevention and interventions. As part of the MTSS, EPCTC will utilize RtI and will monitor the progress of each academically low-achieving student through the following processes:

In the MTSS and RtI² frameworks, Tiers 1, 2, and 3 provide a structured approach to supporting students based on their individual needs, with progress monitoring integral to each tier.

Tier 1 – Universal and Core Instruction: represents high-quality, standards-aligned instruction for all students in the general education setting. This tier includes differentiated teaching, positive behavioral supports, and frequent assessments to ensure that at least 80-90% of students can succeed without additional intervention. Universal screening and regular progress monitoring at this level help identify students who may need additional support. Small group instruction and individualized differentiation are used at this level.

As part of the Tier 1 foundation, all students receive interventions in the classroom. Data mined from benchmarks, DIBELS assessments, MAP Growth assessments, previous year ELPAC and SBAC assessments are used to determine students' strengths and challenges. During core classes, students will receive individualized instruction and activities to strengthen their progress toward standards mastery. The differentiated instruction and work will allow all students to access both the curriculum and core content at various academic levels. A student's specific need may change as interventions are put into place, which is why EPCTC will utilize progress monitoring to adjust the interventions to assure standard mastery. Students will also take part in small group instruction during this time, and work both individually and collaboratively, depending on the assignment or the activity.

Tier 2 – Strategic Intervention: targets students who require additional help beyond Tier 1. These students, typically about 10-15% of the population, receive small-group interventions tailored to their specific needs, such as supplemental instruction in literacy, math, or behavior. At this level, progress monitoring occurs more frequently to evaluate the effectiveness of interventions and adjust strategies as needed.

Through a small group setting, standard and concept specific lessons will be administered. Teachers will be able to observe and assess students, both formally and informally, and differentiate as needed. Strategic intervention allows students to practice and develop skills. On-going benchmark and progress monitoring will be used to adjust interventions. Tier 2 groupings are flexible and can be changed, as necessary. The groupings' fluidity allows for students making progress to assess out of this tier, while

other students can participate if warranted.

Tier 3 – Intensive Intervention: is the most intensive level of support, designed for the 1-5% of students who need individualized, specialized interventions due to significant academic, behavioral, or social challenges. Progress monitoring at this tier is even more frequent and detailed, allowing teachers to closely track individual progress, refine interventions, and determine next steps. Across all tiers, progress monitoring ensures that instruction and interventions are data-driven and responsive, providing every student with the support necessary for success.

Intensive intervention allows students to receive explicit instruction and focus on only one skill until proficient and prepared to move on. Highly flexible grouping will allow teachers to reorganize students, including multiage grouping when appropriate.

Student progress is monitored on an ongoing basis through a combination of teacher observation, checklists, classroom assessments, intervention assessments, and benchmark assessments to determine the effectiveness of interventions. Student progress is communicated to the student and educational rights holder every six (6) weeks. If after the intervention session, the strategies in place are deemed unsuccessful, the intervention will be adjusted for the next six (6) weeks. If the student continues to not make adequate progress they will be referred to the SST process.

Supporting Academically High-Achieving Students

The mission of EPCTC is to ensure all students are bilingual and bicultural students, fully prepared to continue on to higher education and empowered to pursue their goals in a global society. Teachers are prepared to provide additional challenges for academically high-achieving students. Teachers are taught how to extend student learning by doing pre-assessments of concepts/skills previously mastered and students are able to engage in and share the products of accelerated learning activities, such as PowerPoint/Google Sheet presentations, independent projects or projects with peers who have similar interests.

Assessment

The counselor will identify academically high-achieving students by collecting data from existing sources, such as, the cumulative record, CAASPP data, quarterly benchmark results, grades, and interviews with advisors.

EPCTC's counselor will identify academically high-achieving students from varying linguistic, economic, and cultural backgrounds. These students will have the opportunity to participate in dual enrollment courses and other student leadership roles such as president of a club or captain of a team. The administrator and later counselor will be responsible for keeping academically high-achieving students abreast of specialized programs and extracurricular activities.

Throughout the school year, evidence of learning is collected and showcased to share the deeper and broader understanding and application of content.

Enrichment

EPCTC will provide growth and enrichment opportunities for excellence for students who demonstrate an ability to achieve beyond their grade level. The Charter School is committed to providing academically high-achieving students with opportunities to study the curriculum in more depth and to extend their proficiency by utilizing higher order thinking skills. Teachers will use differentiated instructional strategies to provide challenging assignments to academically high-achieving students to further develop their originality, creativity, and uniqueness.

EPCTC encourages academically high-achieving students to become leaders in student government, tutoring younger students, running events such as committee member, fundraisers in support of nonprofit organizations, emceeing events, becoming ambassadors for Charter School tours, or representing EPCTC at community events and functions. Academically high-achieving students may also compete in school contests and competitions, and work with the Principal to form other activities to engage all of their peers in maintaining a strong, positive EPCTC community.

Flexible academic groupings within and out of the classroom, along with the extracurricular enrichment opportunities, are designed and implemented to fully serve academically high-achieving students as well as students working toward academic success. EPCTC teachers provide a qualitatively differentiated curriculum that stresses higher order thinking, concept learning, and cross-curricular study grounded in academic content standards to prepare for CAASPP testing, to promote brain development, and to engage learners at all levels.

Web Projects

Web projects provide students opportunities to independently research topics of their interest that are closely linked to an area of study in which the rest of the class is participating. Teachers will provide guidelines and web resources for such projects. The teacher also gives the student the rubric for the assessment of such projects. All students will have access to a Chromebook to explore and research such projects.

Small Group Research Projects

Teachers can arrange for a group of high-performing, self-directed students to work together exploring a topic. Students assign themselves roles such as report writer, PowerPoint creator, or group facilitator. Each student will specialize in one area of expertise. The teacher will build in class time for these academically high-achieving students to work on their research project when the other students may be practicing skills the small group has already mastered or working independently. The teacher will schedule a time for this group to present the research project to the class and present it to other classes and outside audiences as well. Such activities by students encourage cooperative learning among academically high-achieving students and raises expectations for all students.

Independent Projects

Students may also research a topic based on that student's own inquiry or based on the curriculum in the classroom. Teachers support students with learning to access resources from a variety of sources. The independent project may be completed in the form of a report written by the student, a PowerPoint/Google presentation, a video, or another product showcasing the knowledge gained.

Supporting Socioeconomically Disadvantaged Students

The majority of EPCTC students are socioeconomically disadvantaged students, therefore, the educational program has been specifically designed to ensure that the EPCTC mission is fulfilled. The priorities to serve SED students include providing support to succeed even though they may have socioeconomic challenges and prior lack of access to educational opportunities. The goal is to close the achievement gap. As a community school, EPCTC provides wraparound services. EPCTC offers additional supports to ensure students have access to instruction by providing school uniforms, meals, backpacks, school supplies, and counseling. These services help remove barriers to learning and create a supportive environment for students. Finally, EPCTC's collaboration with community and nonprofit organizations addresses a wide range of needs for students and families. These services include resources which provide access to food, healthcare, housing assistance, legal support for immigration issues, tutoring, and counseling services. EPCTC provides daily meals to students, every day including early release days. All students are provided with a Chromebook and a wi-fi hotspot if needed to close the digital divide. Students are provided with technological support for the equipment. Students may attend the after-school program with is open from 7:30 AM to 6:00 PM for free every day the Charter School is in session and for 30 days during school breaks. Students have opportunities to participate in extracurricular activities like sports, clubs, and organizations that they may not otherwise be able to previously participate in due to lack of transportation, access, and cost. Students attend field trips. EPCTC provides workshops for families on important issues related to parenting and education. Funds are allocated to ensure all students have access to all opportunities.

Supporting the Social Emotional Needs of Students

In addition to a powerful commitment to SEL and the work that the Student Support Services department has been doing to support the social emotional needs of students, EPCTC is dedicated to building a community of learners who respect one another and take responsibility for a path toward their future college or career ambitions. In order to support each student's path, EPCTC implements positive reinforcement to teach important life skills while allowing students to build community with their peers.

Students will regularly be acknowledged for demonstrating the Charter School's values and making good choices. There are a variety of ways in which students receive positive reinforcement through EPCTC's strong PBIS program.

Supporting Homeless and Foster Youth

EPCTC recognizes the importance of providing homeless and foster youth with a supportive educational environment. In response to their needs, EPCTC will work closely

with Santa Clara County agencies in identifying and monitoring homeless and foster youth who enroll. EPCTC will coordinate with the Department of Family and Children's Services to account for the Charter School's foster population. EPCTC also verifies all students who attended school in California through CALPADS to recognize all students who were homeless or in foster care. EPCTC will seek to develop strong relationships with child welfare agency staff, meeting frequently with personnel at child welfare agencies to discuss aligned goals and strategies for serving foster youth. EPCTC cultivates a respectful school culture, in which foster youth can feel secure in approaching adults on campus regarding difficulties in accessing resources, or for general counseling and guidance. Foster youth with specific needs that cannot be met on campus will be referred to local partner resources that are gratis to the student whenever possible. Additionally, these youths will have full access to all programs offered by EPCTC.

EPCTC follows the identification, enrollment, and continued support procedures as outlined by the McKinney-Vento Act and detailed in its Homeless and Foster Youth Policy. EPCTC has a Homeless Liaison who provides outreach to families and coordinates services between the family and other agencies. EPCTC includes a Student Residency Questionnaire at enrollment to determine eligibility for families under the McKinney-Vento Homeless Assistance Act. The Charter School is committed to providing a high-quality education with all supports necessary to ensure that HY have the opportunity to succeed. In order to help HY, the Homeless Liaison will assist in procuring referrals to health, dental, mental health, substance abuse services, housing services, and any other appropriate services. The Homeless Liaison will assist the student themselves to enroll, obtain necessary immunizations or immunization records. The Homeless Liaison will inform the student of educational and related opportunities to assist them in becoming academically successful.

With reservation funds for homeless education, EPCTC provides an individual device, internet access, transportation to and from school (bus passes or gas cards), clothing, shoes, laundry supplies, food, toiletries, school supplies, field trips, social emotional counseling, academic support, a mentor, tutoring, and a backpack with school supplies. EPCTC also provides a quiet space to work for HY. Specifically for high school activities, EPCTC covers fees for caps and gowns and ensures fee waivers to apply for college or university. In order to ensure that the students have access to the entire high school experience, EPCTC also covers the cost of admission to games, formal ball, and field trips.

Supporting English Learners

To address the significant academic needs of EL students, all of the major components of EPCTC's instructional program have been carefully designed to promote the academic and social success of ELs. Some of English Learners' needs and challenges include learning academic content and transitioning to a new culture and community. English Learners are a diverse group of students with varying backgrounds, experiences, cultural contexts, academic proficiencies, and levels of English proficiency. The same can be said of newcomers who may enroll at EPCTC (English Learners arriving in the U.S. as defined in Section 7011(5) of Title 20 of the United States Codes as "immigrant children and

youth"), who will experience many of the same challenges as other ELs but whose English proficiency is often lower than other ELs.

The Charter School is prepared to meet the needs of ELs, Long-Term English Learners ("LTELs") or ELs at Risk of Becoming Long-Term EL ("AR-LTELs"). EPCTC's bilingual program, SDAIE strategies, integrated and designated ELD instructional strategies, and integration of LTELs in the rigorous classroom environment are all research-based strategies for supporting LTELs. For example, a comprehensive study of LTEL students recommended practices for schools to support ELD and general academic success for LTELs, such as: "clustered placement in rigorous grade-level content classes mixed with English proficient students and taught with differentiated SDAIE strategies."[4]

EPCTC will meet all applicable legal requirements for ELs, including long-term English Learners or ELs at risk of becoming LTELs, as they pertain to annual notification to students, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students.

EPCTC believes that ELs are capable of achieving the highest academic standards in a well-designed program where students learn English without having to sacrifice content or their native language. EPCTC has developed~~also believes that~~ a bilingual program that needs to truly be bilingual where at least two languages are mastered by all students. Cognitively, research shows that students who are proficient in more than one language outperform monolingual students on tasks that call for divergent thinking, pattern recognition, and problem solving. Students are able to continue their development of both languages through grade 12, equipping them with a high level of language proficiency in two or more languages. EPCTC feels that this model is very appropriate for students because the majority are monolingual native Spanish speakers, and the instruction builds upon their language skills. EPCTC recruits, trains and retains bilingual teachers who share the Charter School's philosophy and are dedicated to being successful with ELs who comprise the majority of the neighborhood community.

Identification of English Learners

In order to identify students who are ELs in a timely fashion and to provide appropriate instructional support and services, all students will be required to complete a Home Language Survey upon enrollment at the Charter School, if it is the first California public school in which they enroll. (Education Code Section 52164.1. Students who indicate that their home language is other than English will be assessed using the ELPAC assessment aligned to the California ELD Standards if they have not previously been identified as an English learner by a California public school or if there is no record of prior ELPAC test results. EPCTC also verifies every student new to the Charter School on CALPADS to access relevant EL data to ensure proper placement in designated ELD.

[4] Olson, Laurie. "A Closer Look at Long Term English Learners: A Focus on New Directions," In the STARlight, Issue 7. December 2010.

English Language Proficiency Assessment

All students who are identified as ELs will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment ("SA")

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. For ELs within EPCTC's grade span, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows throughout the school year.

The IA testing window is year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is determined by the CDE. It is expected to be a four-month window after January 1 (for example, February 1–May 31). The English language proficiency of all currently enrolled ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all students of its responsibility for ELPAC testing and of

ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

The English language proficiency of all currently enrolled English learners, including newcomers and LTELs, will be assessed in accordance with the test contractor's directions and Education Code guidelines. Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP. For EL students who have IEPs, EPCTC will ensure that linguistically appropriate IEPs are developed, including the components required by Education Code Section 56345(b).

~~*Instructional*~~

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Educational rights holder and student opinion and consultation, achieved through notice to students of the language reclassification and placement including a description of the reclassification process and the student's opportunity to participate, and encouragement of the participation of students and educational rights holder in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. This could include SBAC scores, NWEA MAP assessment data, grade in English and other core classes, and other empirical data.

Table A.6: Reclassification Criteria

Escuela Popular Charter Schools Reclassification Criteria

CA Education Code Section 313	Criteria 1 *Assessment of English language proficiency, using an objective assessment instrument, including, but not limited to, the state test of English language development*	Criteria 2 *Teacher evaluation, including, but not limited to, a review of the student's curriculum mastery*		Criteria 3 *Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age*	
9-10	Overall Performance Level of Well Developed (level 4) and Oral and Written Language Performance Levels at least Moderately Developed (level 3) on the Summative ELPAC	The student must earn grades of C or better in all areas and Meets or Exceeds Criteria on Oral Language (TOOL)	The English/language arts teacher must recommend the student for reclassification to fluent based on the student's ability to demonstrate curriculum mastery and English language proficiency	NWEA MAP Reading Assessment	Meets or Exceeds Grade Level Expectations (see NWEA MAP Reading "Instructional Level Expectations for Reading") NWEA Reading Student Achievement Norms
11-12	Same as Above	Same as Above	Same as Above	NWEA MAP Reading Assessment	Meets or Exceeds Grade Level Expectations (see NWEA MAP Reading "Instructional Level Expectations for Reading") NWEA Reading Student Achievement Norms
Special Education	If deemed appropriate by the IEP Team, English Learners may be assessed with the NWEA and Adelante Benchmark as an alternative assessment to the ELPAC to determine English proficiency levels. If the teacher(s) and the IEP team determine that an EL with an IEP would benefit from EL reclassification, but the student's disability prevents	Same as Above	Same as Above	NWEA MAP Reading Assessment	The IEP team will determine eligibility for reclassification using the student's classroom performance information based on his/her IEP goals for ELD and all literacy domains (reading, writing, listening/receptive language, speaking/expressive language. The IEP team will evaluate and determine if a student has met the basic skills in Oral, Reading, Writing, and Listening. The IEP team will consider teacher input, proficiency in Basic Skills, and the
	him/her from meeting the above criteria the IEP team will determine eligibility for reclassification using the student's classroom performance information based on his/her IEP goals for ELD and all literacy domains (reading, writing, listening/receptive language, speaking/expressive language				Alternative Assessment if a student is unable to participate in the ELPAC.

Educational Program for English Language Acquisition

In addition to the major program design features at EPCTC that support students who are English learners, teachers at EPCTC will employ the following specific strategies in their classrooms: (notably, these strategies are beneficial for all students, not just English Learners)

Six Key *Strategies for* Teachers of English Learners[5] ~~*Special Education*~~

1. Vocabulary and Language Development
   - Teachers will introduce new concepts by discussing vocabulary words key to that concept.
   - Teachers will build on a student's background knowledge and cultural background.

[5] Adapted from Alliance for Excellent Education. (December 2005). Case study on the New Teacher Center, University of California at Santa Cruz; and Project GLAD (Guided Language Acquisition Design).

- Classrooms will reflect a language-rich environment (i.e., language charts, shared reading and writing experiences, and other writing displayed throughout the room and used daily by students).

2. Guided Interaction (collaborative learning)
   - Teachers will structure lessons so that students work together to understand what they read—by listening, speaking, reading, and writing collaboratively about the academic concepts in the text.
   - Teachers will provide students with opportunities to negotiate meaning from language and text and to work in cooperative pairs or groups to develop problem solving and social skills.
   - Teachers will group students flexibly, at times working in heterogeneous groups and at times not.

3. Metacognition and Authentic Assessment
   - Rather than having students simply memorize information, teachers will model and explicitly teach thinking skills (metacognition) crucial to learning new concepts.
   - Teachers will use a variety of activities to check for student understanding, acknowledging that students learning a second language need a variety of ways to demonstrate their understanding of concepts that are not wholly reliant on advanced language skills.
   - Teachers will "make thinking public," the metacognitive aspect of teachers and students modeling how an answer was arrived at, not merely what the correct answer was.

4. Explicit Instruction
   - Teachers will utilize direct teaching methods to teach concepts, academic language, reading comprehension strategies, text patterns, vocabulary, writing patterns, and decoding skills needed to complete classroom tasks.

5. Meaning-Based Context and Universal Themes
   - Teachers will incorporate meaningful references from the students' everyday lives and use them as springboards to interest them in academic concepts.
   - Teachers will create classroom environments that provide authentic opportunities for the use of academic language.
   - Teachers will provide students with opportunities to activate and focus prior knowledge via inquiry charts, brainstorming, and clustering.

6. Modeling, Graphic Organizers, and Visuals
   - Teachers will regularly utilize a variety of visual aids, graphic organizers (such as Thinking Maps), pictures, diagrams, summaries, and charts to help English learners easily recognize essential information and its relationship to supporting ideas.

Specially Designed Academic Instruction in English

Instruction using SDAIE is grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English learners. The teachers at EPCTC will engage in the following practices to support universal access of subject matter content for all students[6]:

- During lesson planning and preparation, teachers will identify lesson objectives aligned with State Standards.
- Teachers will link new content to students' background experiences and introduce unfamiliar vocabulary to facilitate comprehension.
- Teachers will use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers will provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note-taking.
- Teachers will provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner, and group projects.
- Teachers will provide students with regular opportunities to use new language skills in context.
- Teachers will pace lessons to appropriately allow for the participation and active engagement of all students.
- Teachers will utilize language-based as well as content-based assessments.

Integrated and Designated ELD Instruction

EL Students will receive both Integrated ELD instruction and Designated ELD instruction at EPCTC.

Integrated ELD

At EPCTC, teachers in all core content areas will integrate the ELD components of the core curriculum text and develop language forms and functions while developing core content knowledge. Teachers in ELA will integrate ELD in the ELA Curriculum as described in the CDE's ELA/ELD Framework. In addition, ELs will also receive designated ELD during a dedicated period daily.

Designated ELD

The designated ELD program at EPCTC is designed to build skills in each of the language domains. It engages students in reading, writing, listening, speaking, and language. Lessons emphasize effective, research-based strategies shown to improve overall reading abilities with scaffolds to meet the different levels of English language proficiency. Individual, small group, and whole-class instruction is personalized based on formative assessments.

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[6] Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

Monitoring and Evaluation of EL Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by: Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.

- Monitoring teacher qualifications.
- Monitoring the use of appropriate instructional strategies based on student achievement data.
- Monitoring student identification and placement.
- Monitoring program choice options.
- Monitoring availability of adequate resources.

Monitoring English Learner Progress

The teachers will monitor ELs progress through ELD folders and collect work samples to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage four times a year. Teachers provide quarterly progress reports to students on the growth in English Proficiency. Staff will monitor RFEP students for a minimum of four years. The Principal will maintain a list of students who are identified as ELs with ELPAC, CAASPP, enrollment in public schools in the United States, and reclassification data. EPCTC also maintains data regarding grade progression, benchmark scores, and promotion to next grade with standard mastery.

Each EL has an ELD Folder to track academic progress. EPCTC will maintain ELD information including Home Language Survey, ELPAC results, Reclassification Forms, and Years 1-4 monitoring forms. EPCTC will provide intervention to students who score Standard Not Met or Standard Nearly Met in ELA and math on the CAASPP.

Supporting Students with Disabilities

EPCTC supports all students with disabilities (See Appendix 13 SEIS Report of Students and Services Provided) until their 22nd birthday. As adult students they hold their own educational rights unless they have an educational rights holder. EPCTC will provide designated services to SWD based on their IEP through an onsite staff member who holds the appropriate credential or by a qualified outsourced educational service provider. Students are offered a continuum of services in the least restrictive environment based on that student's progress toward meeting their IEP goals. As a student enters EPCTC, a 30-day IEP is held to define the present levels of functioning and services to be provided. Special attention is given to transition plans as part of the student's IEP. As students transition to middle school, high school and college or career, the EPCTC staff works directly with the student and their family to develop transition plans and goals. Progress toward English language proficiency for SWD and who are also ELs are monitored by the IEP team. The IEP team may determine if reclassification is appropriate for the students following a review of reclassification criteria and the student's progress toward IEP goals. Students with disabilities will receive instruction or monitoring based on that student's IEP goals. EPCTC is committed to providing a continuum of services in the least restrictive environment.

Overview

The Charter School shall~~EPCTC pledges to work in cooperation with all local education agencies (LEAs) and special education local plan areas (SELPAs) to ensure that a free and appropriate education is provided to adult students with exceptional needs who meet the age eligibility (up to their 22nd birthday).~~

~~EPCTC recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment and pledges to work in cooperation with the ESUHSD and the El Dorado SELPA to ensure that a free and appropriate education is provided to all students with exceptional needs, who meet the age eligibility (up to their 22nd birthday). Escuela Popular will~~ comply with all applicable state and federal laws in serving SWD~~students with disabilities~~, including, but not limited to, ~~the Individuals with Disabilities Education Improvement Act of 2004 (IDEA),~~ Section 504, the ADA, and the IDEA.

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter ("EDCOE") Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a).

The Charter School has included a letter of good standing from EDCOE (See Appendix 14 EDCOE SELPA Letter of Good Standing). As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and services (e.g., Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors (See Appendix 15 Special Education Service Provider Contracts).

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all SWD (See Appendix 16 Facility Inspection Tool).

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A Section 504 team will be assembled by the Principal or designee and shall include the educational rights holder, the student, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The Section

504 team will review the student's existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate.

If the student has already been evaluated under the IDEA but found ineligible for ~~of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, Escuela Popular will comply with AB 602, ESUHSD guidelines, and all California laws pertaining to~~ special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the Section 504 team, which will evaluate the nature of the student's disability and the

impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The Section 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the student in their primary language along and educational rights holder with the procedural safeguards available to them. If during the evaluation, the Section 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the Section 504 team.

If the student is found by the Section 504 team to have a disability under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the Section 504 Plan, the Section 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All Section 504 team participants, students, educational rights holder, teachers, and any other participants in the student's education, including substitutes and tutors, should have access to a copy of each student's Section 504 Plan. The Principal or designee will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that they review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

The following description regarding how special education and related services shall be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in

the Charter Petition and is not binding on the District. The specific manner in which special education and related services shall be provided and funded shall be set forth in an agreement, delineating the respective responsibilities of the Charter School and the SELPA.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and complaints and maintaining the confidentiality of student records.

The Charter School agrees to promptly respond to all SELPA or District inquiries, to comply with reasonable directives from the SELPA or the District, and to allow the SELPA or the District access to Charter School students, staff, facilities, equipment, and records as required or imposed by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in District or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have,

or may have, such exceptional needs. A student shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain student or educational rights holder consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student; the student's educational rights holder; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of procedural rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services, and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide students with timely reports on their progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials,

classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the student and educational rights holder, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the student and educational rights holder and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the students, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all students shall have access to the Charter School and no student shall ~~students. No student will~~ be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education~~to Escuela Popular based on disability or lack of available~~ services.

Concerns and Complaints

The Charter School shall adopt policies for responding to student concerns or complaints related to special education services. The Charter School shall receive any concerns raised by students regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the student concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the student files for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

EPCTC is an independent local educational agency (LEA) and has joined the El Dorado Special Education Local Plan Area (SELPA) pursuant to Education Code Section 47641(a). A change in LEA status or SELPA membership shall not require a material revision of this charter.

EPCTC receives federal and state special education funds from El Dorado County Charter SELPA. The Charter SELPA is the recipient of both federal and state special education funds. The Charter SELPA bases state funding for EPCTC on its current year P-2 ADA and for federal on prior year CBEDS enrollment. EPCTC is expected to pay approximately 40% of the total costs of special education from local sources.

Per Federal Law, all students with disabilities will be fully integrated into the programs of EPCTC, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending EPCTC is properly identified, assessed and provided with necessary services and supports.

EPCTC will meet all the requirements mandated within a student's Individual Education Plan (IEP). The school will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student's needs, as documented on the IEP, require a program other than inclusion, the school will work with the SELPA to provide an appropriate placement and services.

EPCTC will work ensure that time and facilities are available to meet the needs of the student's IEP. EPCTC will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. The school will make available student's work products for analysis and ESUHSD, where applicable.

Description of Annual Goals and Annual Actions to Achieve Goals for Subgroups

EPCTC's student population's demographics is comprised of predominantly English language Latino learners identified of low socio-economic status, which make up its entire student body. This results in no significant subgroups for purposes of LCAP. See 2017-18 LCAP (Appendix 6)

2017-18 LCAP GOALS	**STATE PRIORITY DATA**
Students will have teachers who are equipped with resources to meet student needs and improve student performance.	• Basic Services • Implementation of State Standards • Pupil Achievement • Pupil Engagement • School Climate
Teachers and staff build trusting relationships with students to fully engage them in challenging learning activities.	• Basic Services • Pupil Achievement • Pupil Engagement • School Climate • Parental Involvement
Systematically align resources and programs to facilitate student learning.	• Basic Services • Implementation of State Standards • Pupil Achievement • Pupil Engagement

Transferability of Courses to Other Public High Schools

In February 2012, EPCTC received from the Western Association of Schools and Colleges (W.A.S.C.) an accreditation term of six years, expiring June 30, 2018. See W.A.S.C. Mid-Cycle Committee Report (Appendix 7). As a result, courses taken at EPCTC are transferable to other institutions, in addition this information is available in the Student Handbook. See Student Handbook (Appendix 8).

Eligibility of Courses to Meet College Entrance Requirements

EPCTC has been approved for six courses by the University of California/California State University as creditable toward the a-g admission requirement. The school will adopt approved curricula, as much as is practicable, while keeping alignment with the school's mission and educational program. Escuela Popular has a structured plan to complete the entire A-G course list. The following is a proposed A-G course submission timeline:

School Activity	Timeline	Course
Approved Courses		English 1 English 2 English 3 English 4 Integrated Math 1 Spanish for Spanish Speakers 1
Develop and submit course description	August 2017 – September 2018	US History World History American Government Economics Biology Physical Science Integrated Math 2
Develop and submit course description	September 2018 – July 2019	Integrated Math 3 Chemistry Elective - TBD

~~Required~~ Element B: Measurable Student~~Pupil~~ Outcomes

~~Governing Law: "~~The measurable pupil outcomes identified for use by the charter school ~~".~~ ~~'~~Pupil outcomes,~~"~~~~,'~~ for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups ~~groups of pupils~~ served by the charter school, as that term is defined in ~~subparagraph (B) of paragraph (3) of~~ subdivision (a) of Section 52052~~47607~~. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served~~, or the nature of the program operated,~~ by the charter school~~. ~~.~~"

~~California~~ Education Code Section 47605(c~~b~~)(5)(B)

~~Pupil~~ Outcomes Aligned to State ~~Content & Performance~~ Standards

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EPCTC

~~Escuela Popular CTC~~ student outcomes are aligned to the State~~Common Core State Standards, Next Generation Science~~ Standards~~, California English Language Development Standards,~~ and California content standards, and the State Priorities~~state priorities:~~ to provide adult students with a relevant, challenging, and authentic learning experience in education.

Measurable Exit Outcomes of Academic Skills~~Skill~~ and Non-Academics~~Academic~~

Table B.1: Measurable Exit Outcomes

Discipline Outcomes	Evaluation
English Language Arts: Students will have strong reading, writing, listening, speaking, and presentation skills. Students will be able to effectively communicate ideas, opinions, and information orally and in writing. Analytical and critical thinking skills are an integral part of the classroom practice	• NWEA MAP Reading Test • ~~CELDT,~~ ELPAC • Writing Rubrics • Portfolios • Credit Completion • Oral Presentation Rubrics • ~~Lexile Score Evaluation~~
Mathematics: Students will develop abilities to reason logically, and learn and apply mathematical concepts in abstract and real-life situations, including those within algebra, geometry, trigonometry, prealgebra~~pre-algebra~~, calculus, and other mathematical subjects, which the staff and ~~school governing~~ board deem~~,~~ appropriate.	• NWEA MAP Math Test • Credit Completion

Social Studies: Students will apply and understand civic responsibilities andnand outside of their communities. Students will have civic, historical, economic, and -geographical knowledge of diverse_ cultures_and/~~peoples throughout the world.~~	• Credit Completion • Debate Rubric • Completion of a Business Plan

peoples throughout the world.	
Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts from various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and earth sciences.	• Credit Completion • Laboratory Rubric • Laboratory Journal
World~~Foreign~~ Language: Students will gain proficiency in speaking, reading, writing, and listening comprehension in at least more than one language. Students will understand key aspects of the culture, both past and present, of the target language.	• Credit Completion • Oral Presentation Rubrics • Portfolios
Art: Students will be able to analyze art elements and principles of design. Students will prepare a portfolio of original two-and three-dimensional works of art that reflects refined craftsmanship and technical skills.	• Credit Completion • Art Portfolio
Physical Education: Students will Demonstrate~~demonstrate~~ competency in two or more skills in health-related fitness activities such as running, stretching, and walking. Students ~~Student~~ will Understand~~understand~~ and apply nutrition to support a healthy lifestyle.	• Credit Completion • Physical Fitness Test (PFT)
English Language Development: -Students will be able to Have~~have~~ collaborative discussions on social and academic topics. Students will be able to speak, listen, read, and write~~read~~ literary and informational texts to determine how meaning is conveyed explicitly and implicitly through language.	• Credit Completion • ~~CELDT,~~ ELPAC • NWEA MAP Reading Test • Oral Presentation Rubrics • Journals
Life-Long Learning Skills: Students will be able to utilize study skills, self-management and effective work habits, Students will be able to plan, initiate, and complete a project in an academic environment and in the community.	• Attendance rate • Credit Completion • GPA • ~~Service Project~~

Social/Interpersonal Skills: Students will demonstrate competency conflict resolution and cooperative learning.	• Attendance • GPA • Credit Completion • Participation in school activities' • Behavioral Referrals

College and~~&~~ Career Skills:
Students will demonstrate skills to assist them in today's workforce and society such as, perform basic health procedures, develop a resume, perform in job interview, use a variety of soft and ~~-~~hardware, apply and attend college.
	• Completion of Health
	  • ~~Promotores de Salud course (Healths~~ Education~~)~~
	  • Job Readiness Portfolio
	  • Alumni Tracking
	  • Google Classroom Tracking

Concise List of Specific Exit Outcomes & Skills

Table B.2: Specific Exit Outcomes and Skills

Discipline	Exit Outcomes and Skills
English Language Arts	• Write a descriptive, argumentative essay on controversial issue, explanatory, response to literature, narrative, reflective, personal statement, formal academic summary essays
~~**English Language Arts**~~	• ~~Write a descriptive, persuasive essay on controversial issue, expository, response to literature, narrative, reflective, personal statement, formal academic summary essays~~ • Oral presentations on a~~:~~ biographical narrative, controversial issue~~,~~ ~~narrative, recite a poem,~~ to persuade, dramatic monologue on ethnicity and gender, recite a poem, and on an analysis of a media advertisement • ~~Analyze and respond to selected poems~~ • ~~Debate on a controversial issue~~ • ~~Read, synthesize, and respond to adopted full-length novels~~
	• Analyze and respond to selected poems • Debate on a controversial issue • Read, synthesize, and respond to adopted full-length novels
Science	• Asking questions and defining problems • Developing and using models • Planning and carrying out investigations • Analyzing and interoperating data • Using mathematics and computational thinking • Constructing explanations and designing solutions • Engaging in argument from evidence • Obtaining, evaluation, and communicating information
	• Applying the scientific method

Mathematics	• Perform basic arithmetic functions (i.e.,~~,~~ balance a budget) • Perform basics of algebra and integrated mathematics • Use variables in expressions and equations • Graph linear equations • Understand systems of equations and inequalities • Solve word problems related to quadratic and linear equations (algebraically, and graphically), and solve linear and quadratic systems • Determine and apply transformations in graphs • Identify parts of a graph • Solve word problems related to angles in reference to trigonometric~~–~~ ~~functions: sine, cosine, tangent~~ • functions: sine, cosine, tangent • Performance-based tasks aligned ~~(~~to the SBAC~~be developed)~~

Social Studies	• Compare and contrast important periods in history • Engage in current-event and multimedia projects to explore issues • Write an evidence-based opinion piece • Discuss, analyze, and construct writings on contemporary local, national, and international issues • Engage in simulations of governmental processes to address real-world problems • Analyze the outcomes of incentives and investigate the distributive effects of government policy • Evaluate the impact of government in land purchases • Collect data, evaluate data sources, and use data to analyze patterns • Defend/argue against agreements/disputes between US and other countries
World~~Fo reign~~ **Language**	• Write descriptive and personal essays • Compare and contrast a variety of texts • Analyze short stories and sources • Learn academic sentence structures, grammar, and writing in Spanish • ~~Prepare and role play an interview~~ • ~~Prepare, organize, and present a debate~~ • ~~Understand the History of Mexico's Conquest~~ • ~~Create an advertisement for print or broadcast~~ • ~~Write and present a dramatization~~
	• Prepare and role play an interview • Prepare, organize, and present a debate • Understand the History of Mexico's Conquest • Create an advertisement for print or broadcast • Write and present a dramatization
Art	• Learn a variety of art and drawing forms (oil, canvas, charcoal, etc.) • Understanding shading, depth, perception • Understanding the impact of different art periods in history • Understand and apply lines, curves, and symmetry
Physical Education	• Demonstrate competency in a variety of motor skills and movement • ~~-~~patterns a variety of net, wall, target, and outdoor pursuit games • Demonstrate competency in a variety of sports: ~~basketball, volleyball, badminton, soccer, hockey,~~ basketball, volleyball, badminton, soccer, hockey, • Demonstrate competency in two~~2~~ or more skills in health-related fitness activities such as running, stretching, and walking. • Understand and apply nutrition to support a healthy lifestyle

English Language Development	• Have collaborative discussions on social and academic topics • Listen actively to spoken English • Read literary and informational texts to determine how meaning is • –conveyed explicitly and implicitly through language • Analyze how writers and speakers use language and vocabulary • Express information and ideas in formal oral presentations • Write literary and informational texts to present, describe, and explain– ~~ideas, using technology~~ • ideas, using technology • —Justify own arguments and evaluate others' arguments in oral and written • form Select and apply a variety of vocabulary to convey ideas

	• Select and apply a variety of vocabulary to convey ideas

Benchmark and Specific Classroom-Level Skills

EPCTC is dedicated to developing the required benchmark skills and specific classroom-level skills to meet the school's defined student exit outcomes. See Specific Classroom-Level Skills (Appendix 9).

Mission and Vision Align to Assessments

These studentpupil outcomes align to the Charter School'sschool's mission, curriculum, and assessments. EPCTC will annually review these studentpupil outcomes based upon the data received through student assessments and will continue to develop further studentpupil outcomes and/or benchmarks for studentpupil progress during the Charter school's operation.

CollegeLocal Control and Accountability Plan

In accordance with, and using the procedures prescribed by, Education Code Section 47606.5, EPCTC shall comply with all applicable requirements of the LCAP including any applicable regulations promulgated, and the template adopted by the State Board of Education (See Appendix 17 Local Control and Accountability Plan). The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. EPCTC shall submit the LCAP to the District and the Santa Clara County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP, including goals and actions listed below, shall not be considered a material revision to the charter, and shall be maintained by EPCTC at the school site.

"A-G" Requirements

EPCTC *bound students wishing to attend California colleges or universities will have the opportunity to take courses that meet the "A-G" requirements*

Escuela Popular CTC students have the opportunity to take courses that meet the A-G requirements. EPCTC has been approved for six courses by the University of California/California State University as creditable toward the a-g admission requirement. Escuela Popular has a structured plan to complete the entire A-G course list. The following is a proposed A-G course submission timeline:

These student outcomes align to the Charter School's mission, curriculum, and assessments. The Charter School will annually review these student outcomes based upon the data received through student assessments and will continue to develop further student outcomes and benchmarks for

student progress during the Charter School's operation.

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), EPCTC has below established reasonably comprehensive descriptions of goals, actions, and outcomes, both schoolwide and for each subgroup of students, which address and align with the State Priorities identified in Education Code Section 52060(d).

Charter School Goals, Actions, And Measurable Outcomes

The following strategic goals represent a five-year charter renewal term (2026-31). They are informed by EPCTC's current baseline performance as detailed in the Student Outcomes Reflection. The goals expand upon existing initiatives and strategies addressing identified performance gaps. The following goals, actions, and metrics have been developed to ensure alignment with some of the Eight California State Priorities and to address the needs of historically underserved student populations. These priorities are:

- Priority 1 – Basic Services/Conditions of Learning (rate of teacher misassignment, student access to standards-aligned instructional materials, facilities in good repair),
- Priority 2 – State Standards/Conditions of Learning (implementation of academic content and performance standards adopted by the state board for all students, including ELs),
- Priority 3 – Parental Involvement/Engagement (seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups),
- Priority 4 – Pupil Achievement/Public Outcomes (academic performance, EL progress, college readiness),
- Priority 5 – Pupil Engagement (school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates),
- Priority 6 – School Climate/Engagement (suspension rates, expulsion rates, other local measures including surveys of pupils and teachers on the sense of safety and school connectedness),
- Priority 7 – Course Access/Conditions of Learning (Pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220), and,
- Priority 8 – Other Pupil Outcomes (Pupil outcomes in the subject areas described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Education Code Section 51220).

The goals and actions intentionally focus on supporting EPCTC's significant student subgroups from the subgroups identified by the Dashboard.

Significant Subgroups at EPCTC:

- English Learners (including ADELs)
- Socioeconomically Disadvantaged students
- Homeless Students
- Hispanic/Latino

~~School Activity~~	~~Timeline~~	~~Course~~

~~Approved Courses~~		~~English 1~~ ~~English 2~~ ~~English 3~~ ~~English 4~~ ~~Integrated Math 1~~ ~~Spanish for Spanish Speakers 1~~
~~Develop and submit course description~~	~~August 2017 – September 2018~~	~~US History~~ ~~World History~~ ~~American Government~~ ~~Economics~~ ~~Biology~~ ~~Physical Science~~ ~~Integrated Math 2~~
~~Develop and submit course description~~	~~September 2018 – July 2019~~	~~Integrated Math 3~~ ~~Chemistry~~ ~~Elective – TBD~~

School-Wide Student Performance Goals

EPCTC aims to meet the following schoolwide performance goals that are aligned to the LCAP. The performance goal targets are reviewed annually and updated as needed, allowing for these targets to be modified over time.

Table B.3: EPCTC Goals for the 2026-31 Charter Term

EPCTC Goals for the 2026-31 Charter Term Based on State Priorities~~OUTCOMES~~			
GOAL #1 – Graduation Rates			
By June 2031, all students and each significant subgroup will average a 70% graduation rate, as reported in the DASS 1-Year Graduation Rate metric, by increasing academic counseling, offering individualized graduation plans, and expanding credit recovery opportunities.~~Attendance rate~~	Related State Priorities: 5, 8~~Meet or exceed an average of 75% yearly atte~~		
Rationale			
Improving graduation outcomes ensures that adult learners meet their academic and personal goals, demonstr effectiveness and alignment with state DASS accountability priorities. Individualized supports and flexible le critical for adult students balancing education with employment and family responsibilities.~~40% of over 19 st growth target~~			
Specific Annual Actions to Achieve Goal			
1. Review each student's graduation status quarterly and adjust individual learning plans. 2. Expand access to evening and online credit recovery courses. 3. Implement academic counseling and case management to monitor credit progress and barriers. Provide targeted tutoring and workshops for~~55% of over 19~~ students close to completion.~~meet Math growth t~~			
Expected Annual Measurable Outcomes			
Outcome: By June 2031, all students and each significant subgroup will average a 70% graduation rate, as rep 1-Year Graduation Rate metric. **Metric/Method for Measuring:** DASS 1-Year Graduation Rate as reported in CALPADS and Dashboard data.~~Graduation rate~~			
Applicable Student Groups ** Indicates statistically insignificant group*~~participation on TEN feedback loop~~	Baseline 2023-24~~80% of student participation on the TEN feedback loop~~		Year 1 2024-25
All Students (Schoolwide)	74.3%	75%	80%
English Learners*	**	**	**
Socioeconomically Disadvantaged Students*	74.2%	75%	80%
Homeless Students*	**	**	**
Latino Students*	74.3%	75%	80%
GOAL #2 – Teacher Credentials			
Each academic year, 100% of teachers assigned to classes will hold proper authorization from the County or CTC, verified through TCC, PIP, STP, Intern, Preliminary CLEAR, or	Related State Priorities: 1~~Complete 70% of total credits attempted~~		

Professional CLEAR credentials.~~Credits Completion~~	
Rationale	
Fully credentialed teachers ensure compliance with state requirements and maintain instructional quality aligned with state standards. Proper credentialing directly supports equitable access to qu all students.~~Increase number of enrolled long term students~~	

Specific Annual Actions to Achieve Goal
1. Conduct biannual credential audits to ensure compliance. 2. Provide administrative support for renewal or credential advancement. 3. Collaborate with human resources to verify all assignments before the school year begins.

Expected Annual Measurable Outcomes
Outcome: Each academic year, 100% of teachers assigned to classes will hold proper authorization from the County or CTC, verified through TCC, PIP, STP, Intern, Preliminary CLEAR, or Professional CLEAR credentials. **Metric/Method for Measuring:** • Teacher credential audit reports and assignment verification logs.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Teachers (Schoolwide)	100%	100%	100%

GOAL #3 – Reading Benchmark	
By June 2031, at least an average of 60% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Reading.	Related State Priorities: 4, 8

Rationale
Literacy growth directly impacts college and career readiness for adult learners. Strengthening reading, writing, and communication skills enhances students' confidence and employability.

Specific Annual Actions to Achieve Goal
1. Conduct MAP ELA assessments three times per year. 2. Provide targeted ELA workshops emphasizing reading comprehension and writing fluency. 3. Offer individualized learning plans through adaptive ELA programs. 4. Engage students in writing portfolios and peer feedback sessions.

Expected Annual Measurable Outcomes
Outcome: Each year, at least an average of 60% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Reading. **Metric/Method for Measuring:** • NWEA MAP Growth Reading reports and progress monitoring data.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	51%	58%	60%
English Learners*	50%	57%	60%
Socioeconomically Disadvantaged Students*	51%	58%	60%

Homeless Students*	51%	58%	60%
Latino Students*	51%	58%	60%

GOAL #4 – Math Benchmark

By June 2031, at least an average of 45% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Mathematics.	Related State Priorities: 4, 8

Rationale

Measuring growth rather than proficiency reflects progress for students entering below grade level, particularly in DASS schools serving adult learners. Improving math growth supports numeracy, financial literacy, and readiness for postsecondary pathways.

Specific Annual Actions to Achieve Goal

1. Administer NWEA MAP assessments three times annually.
2. Provide small group math interventions and skill workshops.
3. Incorporate adaptive software for personalized learning plans.
4. Monitor progress monthly through data meetings.

Expected Annual Measurable Outcomes

Outcome: Each year, at least an average of 45% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Mathematics.

Metric/Method for Measuring:

- NWEA MAP Growth Math reports and student progress monitoring dashboards.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	30%	43%	45%
English Learners*	29%	45%	45%
Socioeconomically Disadvantaged Students*	30%	43%	45%
Homeless Students*	21%	45%	45%
Latino Students*	30%	43%	45%

GOAL #5 – College Going Rate

By June 2031, at least an average a 40% of all students and each significant subgroup will attend college.	Related State Priorities: 4, 8

Rationale

Preparation for college and career strengthens the transition outcomes for adult learners, ensuring alignment with workforce development goals and lifelong learning pathways.

Specific Annual Actions to Achieve Goal

1. Offer career exploration workshops and resume writing sessions.
2. Develop partnerships with local community colleges and training programs.
3. Integrate financial literacy, digital skills, and job readiness modules.
4. Track progress on credit completion.

Expected Annual Measurable Outcomes

Outcome: Each academic year, an average of 40% of all students and each significant subgroup will attend college.
Metric/Method for Measuring:
- DataQuest College Going Rate

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	40.6%	40%	40%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	39.3	40%	40%
Homeless Students*	*	*	*
Latino Students*	40.6	40%	40%

GOAL #6 – Student Retention

By June 2026, at least 40% of all students and each significant subgroup will remain enrolled for 30 days or more..	Related State Priorities: 5

Rationale

Retention reflects student satisfaction and engagement. Sustained enrollment allows sufficient instructional time to impact academic growth and goal completion.

Specific Annual Actions to Achieve Goal

1. Conduct new-student orientation to establish academic goals and support networks.
2. Implement early alert systems to identify and re-engage at-risk students.
3. Provide counseling and attendance incentives for consistent participation.

Expected Annual Measurable Outcomes

Outcome: Each year, at least 40% of all students and each significant subgroup will remain enrolled for 30 days or more.
Metric/Method for Measuring:
- Student Information System (SIS) enrollment data and attendance logs.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	38.47%	36.22%	40%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*

Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #7 – Attendance Rate

By June 2031, the average attendance rate will reach 81% for all students and each significant subgroup.	Related State Priorities: 5

Rationale

Consistent attendance is foundational for academic progress. Adult learners often face attendance barriers; therefore, flexible schedules and proactive outreach are key to maintaining engagement.

Specific Annual Actions to Achieve Goal

1. Track attendance daily with follow-up calls for absences.
2. Establish attendance contracts and SART meetings when needed.
3. Offer flexible scheduling and attendance incentives.

Expected Annual Measurable Outcomes

Outcome: Each year, the average attendance rate will reach 81% for all students and each significant subgroup.

Metric/Method for Measuring:

- Average annual attendance rate calculated through SIS attendance reports.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	81.91%	81.72%	81%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #8 – Student Survey Participation

By June 2031, at least 60% of all enrolled students and each significant subgroup will participate in the annual student satisfaction survey..	Related State Priorities: 5, 6

Rationale

Student feedback informs school improvement planning and ensures that programs meet learner needs, particularly in adult education settings focused on personalized pathways.

Specific Annual Actions to Achieve Goal

1. Administer an online or paper survey each spring.
2. Provide incentives for completion and ensure survey access in multiple languages.

3. Analyze data annually and report findings to staff and governance.

Expected Annual Measurable Outcomes

Outcome: Each year, at least 60% of all enrolled students and each significant subgroup will participate in the annual student satisfaction survey.
Metric/Method for Measuring:
- Survey participation count and completion rate from survey analytics.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	56%	60%	60%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #9 – Credit Completion

By June 2031, all students and each significant subgroup will complete an average of 75% of credits attempted annually.	Related State Priorities: 4, 5, 8

Rationale

Credit completion is a direct indicator of student persistence and instructional effectiveness. Increasing completion rates accelerates progress toward graduation and improves accountability outcomes.

Specific Annual Actions to Achieve Goal

1. Monitor credit accumulation quarterly and identify gaps.
2. Provide individualized pacing plans and tutoring.
3. Implement teacher feedback cycles to support timely assignment completion.

Expected Annual Measurable Outcomes

Outcome: Each year, all students and each significant subgroup will complete an average of 75% of credits attempted.
Metric/Method for Measuring:
- Credit attempted versus earned reports in SIS and transcript audits.

Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	80.07%	76.23%	75%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

Acknowledgment That Exit Outcomes and Performance Goals May Need Modifications

EPCTC will annually review these pupil outcomes based upon the data received through student assessments and will continue to develop further pupil outcomes and/or benchmarks for pupil progress during the school's operation.

High School *Graduation Requirements*

~~To~~ EPCTC works hard to ensure that every student who remains continuously enrolled in the Charter School~~be eligible~~ for four years of high school can graduate~~graduation~~ from high school and be prepared for college and career. High school courses are approved to ~~EPCTC, students must~~ meet the A-G~~following~~ requirements~~:~~

~~A: History/Social Science – Three years (30 credits), including one year of World History, one year of U.S. History, one-half year of U.S. Government, and one-half year of U.S. Economics~~

~~B: English – Three years of English (40 credits) that includes frequent and regular writing, reading of classic and modern literature, and practice listening and speaking, including English 2, English 3, and/or English 4 with a minimum completion of English 2 and English 3.~~

~~C: Mathematics – Two years of mathematics (20 credits) that include the topics covered in Integrated Math 1 and Integrated Math 2, (three years~~ recommended by ~~, Integrated Math 3 or Pre-Calculus).~~

~~D: Science – Two years of science (20 credits) including Biology and Physical Science.~~

~~E: Foreign Language or Performing Arts – One year (10 credits) of~~ the UC/CSU. (See Appendix 18 for~~same language other than English, Art or Dance.~~

F: Physical Education – One years of Physical Education (10 credits).

G: Electives – 60 credits, equivalent six year-long courses.

Total: 190 credits to obtain a high school diploma

W.A.S.C. Accreditation Standards

The Western Association of Schools & Colleges (W.A.S.C) accredits schools to enable student to attend institutions of higher education (University of California and California State Universities). EPCTC has been granted an accreditation term of six years (June 2012 – June 2018). EPCTC engaged in a full self-study during the Course Sequence and A-G Approved Courses.)2017-2018 school year.

Table B.4: Graduation Requirements

~~*Required Element C: Methods to Assess Pupil Progress*~~

~~*Governing Law: "The method by which pupil progress in meeting those pupil outcomes is measured."*~~

~~*- California Education Code Section 47605(b)(5)(C)*~~

~~Assessment tools will be administered as appropriate in relation to the outcomes. The list of assessment tools below will be expanded as the school develops curriculum-specific instruments. A table of intended outcomes and assessments follows:~~

Escuela Popular/Center for Training and Careers, Family Learning Center Graduation Requirements~~Learning Outcome~~			Assessment Tool
UC Subject Requirement	**Subject**	**Requirements**	
A	Social Science	Students must pass three courses of Social Science: one course of World History, one course of United States History, one semester course of American Government, and one semester course of Economics~~Core Academic Skills: Language Arts, History/Social Studies, Mathematics, Science Foreign Language~~	a) ~~30Teacher Assessment & Rubric~~ b) ~~CAASPP~~ c) ~~NWEA MAP~~ ~~d)~~a) ~~CELDT/ELPAC~~
B~~Life-Long Learning Skills~~			a) ~~English~~~~Teacher Assessment & Rubrics~~ b) ~~Performance Task~~ ~~c)~~a) ~~TEN Feedback Loop~~
C~~Social/Interpersonal Skills~~			a) ~~Mathematics~~~~Performance Task~~ b) ~~Teacher Assessment & Rubrics~~ ~~c)~~a) ~~TEN Feedback Loop~~

DLife and Career Skills	a) SciencePerformance Task b) Teacher Assessment & Rubrics c)a) TEN Feedback Loop	a) b) c)

E/F	Foreign Language/ Visual & Performing Arts	Students must pass one course in either Foreign Language (other than English) or Visual and Performing Arts	10
	Physical Education	Students must pass one course of Physical Education	10
G	Electives	Students must pass elective courses, may include one semester course of Ethnic Studies (2025-26) and one semester course of Financial Literacy (2027-28)	60
	Total Credits Required for Graduation		**190**

Element C: Student Progress Measurement

The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. - Education Code Section 47605(c)(5)(C)

The Charter School will incorporate a variety of assessments to measure student progress. Measurable outcomes and assessment tools provide key data about the efficacy of the program, which in turn helps the administration and Board make key decisions about program development and modifications, while also monitoring individual, subgroup, and schoolwide student achievement. The assessments align to the Charter School mission, curriculum, and exit outcomes listed in the LCAP and in Element B of this charter.

Mandated State Assessments

As is required by state law, the Charter School shall meet all statewide standards and conduct the state pupil assessments required pursuant to Education Code Section 60605, including the CAASPP tests and other state-mandated assessments such as the ELPAC and Physical Fitness Test ("PFT"). We firmly believe that the EPCTC academic program fully prepares students for success in these statewide assessment programs. Additional support structures are in place to ensure that students are meeting or making progress toward the State Standards that are measured by the state-mandated assessments. Proficiency for our English Learners, 99.4% of our students, is measured in accordance with the ELPAC, CAASPP test data, teacher observations, and other school-based measures.

Growth Measures: Diagnostic, Formative and Summative Assessments

In order to effectively assess students' academic growth over time, EPCTC utilizes several growth measures, including diagnostic, formative, "authentic" assessments, and ongoing teacher assessments as well as summative assessments. MAP Growth (Reading and Math) are used as diagnostic tools and formative and summative assessments. More formative assessments include quizzes, exit tickets, pre-tests, and post-tests. More summative assessments include the unit tests, exams, projects, presentations, and essays.

Other Assessments

Students are given the annual state-mandated standardized assessments. The Matrix below includes the currently required State assessments for students and internal assessments used at EPCTC. Such assessments, as further described in the LCAP, are aligned with the Eight State Priorities. EPCTC affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element B of this Charter, shall be consistent with the way information is reported on a School Accountability Report Card ("SARC") as required by Education Code Section 47605(b)(5)(C). Throughout the year, the students will take multiple assessments as prescribed in the Assessment Schedule. (See Appendix 19 Assessment Calendar.)

Measuring Academic Progress

In order to provide a personalized educational experience and to understand better when students have achieved specific competencies and are ready to advance, and where they need help, we use MAP Growth. They are fully adaptive assessment tools that produce a measure of student growth and achievement. This information is used to differentiate lesson plans, create focused instructional groupings, as needed, and be a consideration in determining placement. Focused on growth rather than "proficiency," these assessments are administered at the beginning of the year, midyear, and in the spring, providing an opportunity to track growth throughout the year. EPCTC selected MAP Growth because they facilitate in-depth and immediate results that help teachers and students create and monitor customized learning goals for each student. Additionally, MAP Growth track student progress year-over-year and within the school year and expedites teachers' ability to further differentiate instruction to respond to student needs.

The following assessment tools will be used to measure progress toward the student performance goals identified in the petition:

Table C.1: Assessments (Subject to Change)

Assessment	**Purpose**	**Grade**	**Timeline/ Frequency**	**Expectation**
ELPAC Initial Assessment	The ELPAC IA is used to identify students as either an English Learner, or as fluent in English.	9-12 As prescribed	First 30 days of enrollment	Students are identified as either scoring Initially Fluent or English Learner.

ELPAC Summative Assessment	The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains.	9-12 Every year until Reclassified as Fluent English Proficient	Once a year	The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.
CAASPP - SBAC	State criterion-based assessment in ELA and Math	11	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
EAP	Embedded in CAASPP	11	Spring/Once a year	The exam covers High School standards and California State University placement standards.

CAST	State criterion-based assessment in Science	10	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
CAA	State alternative assessment in ELA, Math, and Science for qualified students	11 for qualified students	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
Internally created test and performance tasks (presentations, papers, projects)	Measure standards mastery across all courses/subjects	9-12	Daily/ Weekly	Students show mastery and proficiency in content knowledge.
Curriculum Based Assessments	Assess mastery of unit/lesson content	9-12	End of unit/end of semester/ end of year	Students show mastery and proficiency in content knowledge.

Curriculum Based Benchmarks	Determine progress toward Standard Mastery in grade level core curriculum	9-12	End of unit/end of semester/ end of year	Students demonstrate progress toward Standards Mastery
NWEA MAP Assessments	Determine progress toward Standard Mastery grade level core curriculum	9-12	Three Times a year	Students demonstrate progress toward Standards Mastery
CSA	Provide students an opportunity to measure their Spanish reading/language arts skills	9-12	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery on the CSA will increase annually as per goals listed in the current year's LCAP.
PFT	State criterion-based assessment in Physical Fitness	9	Spring/Once a year	Students demonstrate levels of health-related fitness
Smarter Balanced Practice Test	Practice the Smarter Balanced Assessment to familiarize the students with the structure of the SBAC Test	11	Spring/Once a year	Students will become familiar with the test format.

Smarter Balanced Interim Assessment Blocks (IABs)	Provide students an opportunity to show standard mastery on smaller targets for instruction	11	Twice per year	The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP.
Smarter Balanced Interim Comprehensive Assessments (ICAs)	Provide students an opportunity to show standard mastery on smaller targets for instruction	11	As assigned by teacher	The number of students scoring as having met or exceeded standard mastery on the SBAC will increase annually as per goals listed in the current year's LCAP.

Alignment to Mission, Exit Outcomes, and Curriculum

These student~~pupil~~ outcomes align to the Charter School's~~school's~~ mission, curriculum and assessments. EPCTC will annually review these student~~pupil~~ outcomes based upon the data received through student assessments and will continue to develop further student~~pupil~~ outcomes and/or benchmarks for student~~pupil~~ progress during the Charter School's~~school's~~ operation.

Assessment and evaluation are critical factors in demonstrating success and informing future practice, policy development, and professional development. Schools are complex organizations that are not easily measured. The same is true for evaluating student learning and teaching methods.

Consequently, EPCTC believes that collecting both quantitative and qualitative data from multiple sources can inform the progress of the Charter Schoolschool, and keep the Charter school accountable to its educational partnersconstituency.

Multiple, Valid, and Reliable Measures (Internal & External)

The following are the key assessment tools EPCTC will use to measure student progress:

Teacher Assessments
These assessments evaluate students' performance on specific content standards within the core academic subjects as well as their development of career-centered skills. Teacher assessments are in various forms; rubrics, essays, presentations, quizzes, midterm exams, final projects, group projects, and computer-based learning tests.

Performance Tasks
Students will present evidence of their achievements. The performance tasks may consist of essays, oral presentations, dramatic presentations, video presentations, and models.

Standardized Testing
Students 21 and under are tested using the SBAC, ELPAC, ~~CELDT,~~ NWEA MAP Reading, NWEA MAP Math, and PFT tests. In addition, students are pre- and post-tested in ~~mathematics and~~ reading and Math~~language usage~~ using the Northwest Evaluation Association MAP (Measures of Academic Progress).

Minimal Required Performance Level Necessary to Attain Each Standard

Minimum required performance for students to pass English courses is "C" or higher and

-for all other courses it is a "D" or higher.

Data Analysis~~*Plan for collecting, analyzing,*~~ *and Reporting of Data*
EPCTC uses a proactive approach to data analysis. The Board of Directors and the Charter School leadership will establish strong goals for student achievement and the supports needed for Charter School teachers to analyze student data easily and continuously. The most common type of data will be internally created assessments and curriculum-based assessments. These data will allow teachers to receive summative data quickly so they can immediately adjust instruction to assure student mastery of standards. The use of MAP Growth (Reading and Math) will allow teachers to receive formative data quickly so they can determine the strength of the lesson pacing and student mastery of standards.

After each MAP Growth (Reading and Math) round of assessments, results will be compiled and analyzed by administration and teachers, looking for areas of growth and new or continuing areas of opportunity. Data will be disaggregated by subgroups to determine achievement gaps, if any. The administrators will perform an intensive analysis. Professional Development will take place after collection of results to address the trends identified in the results analysis and to adjust instruction as necessary to meet the new and continuing needs of EPCTC's students. Results will then be shared with students, and summary data will be provided to the Board, to discuss growth, review and adjust goals discussed previously (reporting of student achievement data includes the annual SARC, (See Appendix 20 Student Accountability Report Card) and reflection and analysis as part of the annual LCAP goal setting process. Students' MAP Growth results will also trigger another review of a student's current Charter School performance for either an intervention and/or enrichment.

Personally identifiable and de-identified data will only be shared pursuant to the same FERPA and state law guidelines.

Use of Data

EPCTC understands the power of data collection, analysis, reporting and use of data. The process will begin with the development of the LCAP which includes input from parents/guardians, students, teachers, staff and community, and it is approved by the Board of Directors no later than June 30th for the following school year. In the LCAP are the Charter School goals and actions to address the Eight State Priorities as identified by the educational partners and a review of data. The teachers will review formative and summative data individually, as noted in the professional development calendar, collaboratively to develop the strategies that showed the most positive impact on student achievement. At the beginning of each school year, teachers and administration will meet to discuss topics, data and goals for the school year to include curriculum, assessments, interventions, enrichment, grading, SBAC and ELPAC data, LCAP and more goal setting. At the end of the school year, the teachers will review the progress of all students including significant subgroups, grade levels, core content areas and the Chater School as a whole, and will set goals for the following school year. The LCAP will be published on the Charter School's website.

The Executive Director will present the results of assessments semesterly to the Board of Directors at regularly scheduled Board meetings so that the Board understands the students' progress toward meeting goals. The Executive Director will present the data to the Board aggregated schoolwide, by grade level, by significant subgroups and by core content areas. The Board meetings are open to all educational partners.

Escuela Popular CTC uses professionally effective assessment processes to collect, disaggregate, and report student performance data to stakeholders and processes to analyze student performance data. See Assessment Plan and Assessment Calendar (Appendix 10) Student achievement data is shared with the Escuela Popular Board of Directors, staff, students, and the community at various points during the school year, using a variety of methods and avenues. State and local assessment data is imported into iO Insights, a student achievement data management system, as well as PowerSchool and PowerTeacher, an online student information system. Assessment data is always imported in a timely manner and immediately when student performance data becomes available for all state and local assessments. iO Insights is a teacher- friendly system that is used by teachers to navigate through students' achievement data. Escuela Popular CTC collects, has accessible, and disaggregates student data on multiple measures by grade level for the following assessments:

- California English Language Development Test (CELDT)
- English Learner Proficiency Assessments for California (ELPAC)
- Smarter Balanced Assessments Consortium (SBAC)

- ~~Northwest Evaluation Association test Measure of Academic Progress in Reading and Mathematics (NWEA MAP)~~

~~Student achievement data is shared, analyzed, and discussed with staff on various occasions throughout the year, including:~~

- ~~Staff meetings~~
- ~~Praxis Learning Circuits (PLCs)~~
- ~~Quarterly staff in-service days~~
- ~~Beginning of the school year~~
- ~~End of the school year~~
- ~~Summer leadership retreat~~
- ~~Department PLCs~~
- ~~Letters to Students~~
- ~~School Assemblies~~

~~See Collaboration Meeting Schedule (Appendix 11).~~

~~Required~~ Element D: Governance Structure

The governance structure of the charter school including, but not limited to, the process to be followed by the charter school to ensure parental involvement. - Education Code Section 47605(c)(5)(D)

Nonprofit Public Benefit Corporation

EPCTC is a directly funded independent charter school and is operated by Escuela Popular del Pueblo, a California nonprofit public benefit corporation, pursuant to California law and in accordance with this charter.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law. Escuela Popular del Pueblo shall be liable for any debts and obligations of EPCTC.

Board of Directors

The Charter School is governed by a corporate board of directors ("Board") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. (See Appendix 21 Articles of Incorporation, Bylaws, Conflict of Interest Code.)

The Board of Directors~~. The board of directors~~, Escuela Popular del Pueblo, serves as the legal and fiscal governing entity for this Charter School, Escuela Popular/Center for Training and Careers, Family Learning Center, and~~the charter school as well as~~ for Escuela Popular Accelerated Family Learning Center. The Board's major roles and responsibilities include, but are not limited to: adopting all Board policies, approving contracts, approving the Charter School's annual budget, overseeing the Charter School's fiscal affairs, hiring and evaluating the Charter School's Executive Director, and ensuring that the Charter School is fulfilling its mission and that its operations are in compliance with the charter and applicable federal and state laws. The Board shall be ultimately responsible for the operation and activities of Escuela Popular~~This board includes staff and community stakeholders, including CTC representatives, who share EPCTC's philosophy & commitment to transforming lives through education. The 2017-18 board has members with expertise in areas of: business development, higher education, non-profit management, and community development. Board members ae recruited and vetted by the Board Development Committee and approved by the board~~.

~~Education Code Section 47604(b) provides that the governing board of a school district that grants a charter for the establishment of a charter school formed and organized pursuant to this section shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation. In accordance with Education Code Section 47604(b), East Side Union High School District, shall be entitled to a representative on the Escuela Popular del Pueblo Board of Directors. Pursuant~~

~~Education Code §47604(c), ESUHSD's representative presence on the Board does not make it liable for the debts or obligations of EPCTC.~~

~~EPCTC has been constituted as a 501(c)(3) nonprofit corporation. The school is governed pursuant to the bylaws adopted by the incorporators, as subsequently amended pursuant to the amendment process specified in the bylaws. A copy of the bylaws within Articles of Incorporation & Bylaws, Conflict of Interest Policy (Appendix 12).~~

~~EPCTC will be governed by the Escuela Popular Board of Directors, which oversees the Executive Director. The Executive Director shall be responsible for implementing the policies and procedures set by the Board on a day-to-day basis. Day-to-day functions of the School are delegated by the Executive Director to the school's staff who implement the school's educational program. The governing board's major roles and responsibilities include, but are not limited to:~~

- ~~Approving all major educational and operational policies~~
- ~~Establish and approving all major contracts~~

~~Oversee the implementation of the charter~~The authorized number of directors shall be ten (10), two (2) of whom shall be nominated by Center for Training and Careers/WorkNet (the "CTC Representatives") and elected in accordance with the bylaws. The remaining seven (7) of whom shall be nominated by the Escuela Popular (the "Escuela Popular Representatives") and elected in accordance with the bylaws. The term of office of directors shall be one year. A director may serve consecutive terms.

Corporate officer positions shall be designated by the Board during an annual meeting.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board shall order the inclusion within its

membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Pursuant to Education Code Section 47605(h), the names and relevant qualifications of all persons who serve on the Board of Directors are described herein. (See Appendix 22 for Board Member Biographies.)

Table D.1: Board of Directors at the time of Submission

	Curriculum, Instruction, Assessment, Student Services	School Administration & Finances	Project Management, Strategic Planning	Business & Financial Management	Facilities, Real Estate	Fundraising, Grant Writing, Donor Relations	Governance, Law, Compliance	Community Outreach, Communications	Term
Dr. Pablo Reguerin- President/Chairperson – CTC Representative	X	X	X	X		X	X		11/30/25-11/30/26
Dr. Bernard Gifford-Vice Chairperson	X	X	X	X	X		X		11/30/25-11/30/26
San Juana Ochoa-Secretary	X	X	X			X	X	X	11/30/25-11/30/26
Dr. Ellen Middaugh-Treasurer	X	X	X			X	X	X	11/30/25-11/30/26
Maria del Rocio Preciado- Member			X			X	X	X	11/30/25-11/30/26
Robert Escobar - Member	X	X	X	X	X		X	X	11/30/25-11/30/26
Dr. Sherry Segura-Member	X	X	X			X	X	X	11/30/25-11/30/26

- ~~Uphold the mission of the School~~
- ~~Strategic Planning~~
- ~~Approve Board Policies~~
- ~~Approve and monitor the school's facility arrangements and plans~~

- ~~Approve and monitor the school budget, fiscal reports, and the School's fiscal practice~~
- ~~Receive and review the yearly independent financial audit~~
- ~~Oversee and evaluating the Executive Director.~~

The Board~~board~~ will comply with all applicable federal, state, and local laws. The Board is governed in its operations and its actions by the corporate bylaws, which are consistent with the terms of this Charter, the Charter Schools Act, and all other applicable laws and delineate membership, voting rights, term, etc. of the members of the Board.

The Board has adopted a Conflict of Interest Code necessary to comply with the ~~that are applicable to independent public charter schools, included but not limited to the Brown Act and the~~ Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, and Corporations Code, including the Nonprofit Integrity Act, conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As required, the Conflict of Interest Code has been submitted for approval to the County Board of Supervisors.

Board Meetings and Duties

The Board of Directors of EPCTC will meet regularly, at least once a quarter and in accordance with the Brown Act and Education Code Section 47604.1(c). The Board of Directors is responsible for the following:

Approve and monitor the implementation of~~. EPCTC has adopted a conflicts code, which is included in the Appendix 12. The organization will retain its own legal counsel when necessary, and will purchase and maintain, as necessary,~~ general policies of the Charter School. This includes effective human resource policies for career growth and ~~liability, officers and directors', property, workers'~~ compensation of the staff;~~, and unemployment insurance.~~

- ~~EPCTC~~Approve contractual agreements;
- Oversee the implementation of the charter;
- Uphold the mission of the Charter School;
- Approve and monitor the Charter School's facility arrangements and plans;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Approve annual independent fiscal audit;
- Hire, supervise, evaluate, discipline, and dismiss the Executive Director of the Charter School;
- Annual Review and Approval of the LCAP with input from educational partners;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Approve the school calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration; and,

The Charter School shall comply with the Brown Act and Education Code Section 47604.1.

The Board may initiate and carry out any program or activity~~,~~ or may otherwise act in any manner which is not in conflict with or inconsistent with~~,~~ or preempted by any law and which is not in conflict with the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audits, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Board of Directors are committed to continuous improvement and ongoing training to assist the Board in fulfilling its responsibilities to act as stewards for the Charter School. To this end, the Board seeks appropriate training and educational opportunities to govern the Charter School more effectively. Such training experiences may include training sessions with legal counsel or with charter school governance experts. Board members shall receive training on their responsibilities with topics to include, at minimum, ethics, conflicts of interest, and the Brown Act. The Board will comply with completing mandatory ethics training for Boards every other year pursuant to AB 2158 (2022).

Selection of Board of Directors

A prospective Board member is nominated by a current Board member (nominator) and is contacted by the nominating Board member to assess their interest in serving on the Board. The nominator sends an email with a resume and completed application of the prospective Board member and rationale for their nomination to the Executive Director and the Board Chairperson. The prospective Board member is sent a Board recruitment packet by the Executive Director that includes a job description. The Executive Director then contacts the prospective Board member to schedule a visit to the Charter School. The Board Chairperson calls the prospective Board member to verify their interest in serving on the Board and to discuss their role and duties. The Nominator and the Board Chairperson briefs the full Board on the nomination to determine the next steps (interview or information session). The prospective Board member is invited to the Board meeting for the official vote on their nomination. An officer of the Board and the Executive Director set up an orientation session to brief and familiarize the new Board member about the Board documents, the Charter School, and the current issues facing the Charter School.

Executive Director

The Executive Director will be the leader of the Charter School. The Executive Director will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Executive Director must report directly to the Charter School Board of Directors, and the Executive Director is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The Executive Director shall perform assigned tasks as directed by the Charter School

Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission;
- Ensure teachers and staff are supervised and evaluated;
- Communicate and report to the Charter School Board of Directors;
- Oversee school finances to ensure financial stability;
- Participate in and develop professional development workshops as needed;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Ensure employee hiring, promotion, discipline, and/or dismissal is in alignment with policies;
- Ensure compliance with all applicable state and federal laws and help secure local grants;
- Communicate effectively with all educational partners;
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District;
- Identify the staffing needs of the Charter School and offer professional development as needed;
- Maintain up-to-date financial records;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Ensure the security of the Charter School building;
- Promote the Charter School in the community and promote positive public relations and interact effectively with the media;
- Encourage and support teacher professional development;
- Attend District administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.;
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues as requested by the District;
- Provide all necessary financial reports as required for proper attendance reporting;
- Develop the SARC and the LCAP;
- Present independent fiscal audit to the Charter School Board of Directors and, after review by the Board of Directors, submit audit to the District Board of Education and the County Superintendent of Schools, the State Controller, and the California Department of Education;
- Ensure Positive Behavior Interventions and Supports are implemented schoolwide;
- Participate in IEP meetings, as necessary.

The above duties may be delegated or contracted as approved by the Board of Directors to a business administrator of the Charter School, other appropriate employee, or third-party provider.

~~Parental/~~Student Involvement

EPCTC provides services to adult students who are independent from their parents. While we do not directly involve students in the governance through a board seat unless students petition for a representative, we involve adult students in providing feedback through and priority setting through various means listed below:

- Annual Student Climate Survey
- ~~Teaching Excellence Network (TEN) Feedback Loop~~
- Local Control and Accountability Plan ~~(LCAP)~~ Stakeholder Engagement

In addition to the formal structures described above, EPCTC works to create a welcoming environment for families. One important way of welcoming families and students is by valuing and celebrating their primary language. All correspondence is sent home in both English and Spanish. All school meetings are conducted in both English and Spanish.~~bilingual.~~ Additionally, the vast majority of staff, and all staff who answer the phone or greet students and families, speak Spanish.

EPCTC uses the following strategies to involve students in their learning:

- Bilingual/bicultural staff
- Monthly newsletters to students/families
- Home visits
- ~~Weekly bulletin~~
- ~~Automated phone messaging~~
- Volunteer opportunities
- Student Resource Advocate
- Program Case Manager
- Student and Family Services Specialist
- Community building activities throughout the year
- An open-door policy to meet with academic counselors and administrators
- ~~Volunteer opportunities~~

~~Required~~ Element E: Employee Qualifications

~~Governing Law: "~~*The qualifications to be met by individuals to be employed by the charter school. ~~-~~"*

~~- California~~ Education Code Section 47605(~~c~~b)(5)(E)

Overview

EPCTC is committed to attracting, training, and retaining staff who are committed to empowering the community through education. EPCTC maintains high expectations for all staff and expects that staff will commit to the mission and vision of the Charter School.

Equal Employment Opportunity

EPCTC acknowledges and agrees that all persons are entitled to equal employment opportunity. EPCTC shall not discriminate against applicants or employees on the basis of the characteristics listed in Education Code Section 220 or protected by other California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship

~~Escuela Popular will adhere to all applicable state of California laws~~, including but not limited to recruitment, selection, hiring, upgrading training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA and Credentialing Requirements

EPCTC shall adhere to all requirements of ESSA that are applicable to teachers and paraprofessional employees in charter schools. EPCTC shall ensure that teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, pursuant to Education Code section 47605(l). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. EPCTC shall maintain current copies of all teacher credentials and make them readily available for inspection.

Employee Qualifications

The staffing needs for EPCTC will be identified by the Executive Director and will be consistent with the Charter School budget. Before any employee can begin service at EPCTC, they must provide evidence of Department of Justice fingerprinting/ ~~and criminal~~ background screening and tuberculosis risk assessment or examination clearance by a healthcare professional. Administrative staff must verify these documents. The Charter School will maintain a current copy of all employee records, which will be available for audit along with a record of their teaching credentials, fingerprinting/background clearance certificate, professional development hours, and a current tuberculosis risk assessment or examination. EPCTC~~checking of employees. EPCTC will adhere to school policy pertaining to the safety and health of all employees and students. In addition, Escuela Popular~~ will comply with all State and Federal laws concerning the maintenance and disclosure of employee records. See Element F of this charter for additional information.

Within the provisions of

~~EPCTC will adhere to all~~ applicable law, EPCTC reserves the right to recruit, interview~~state of California laws, including fingerprinting~~ and hire anyone at any time who has the best qualifications to fill any~~criminal background checking~~ of its position

vacancies so long as the credentialing requirements are met by teachers. Additionally, ~~employees.~~ EPCTC will ensure the Charter School is a ~~adhere to~~ school of choice~~policy pertaining to the safety~~ and that no employee~~health of all employees and students.~~

~~All employees must furnish or be able to provide:~~

- ~~Medical clearance including proof of medical exam and tuberculosis (TB) testing.~~
- ~~Fingerprinting and the service fee to the Department of Justice for criminal record check. Applicants~~ will be required to work at the Charter School~~provide a full disclosure statement regarding prior criminal record~~.

Job Descriptions and Qualifications

The following job qualifications apply to key personnel. These qualifications may be modified at Escuela Popular's discretion without any need to materially revise the charter as long as any changes are consistent with the law.

- ~~Documents establishing legal status in the United States.~~

~~EPCTC retains and employs teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers teach the core academic classes of mathematics, language arts, science, and history/social studies. These teachers are responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the school's operational policies.~~

EPCTC may also employ or retain non-certificated instructional ~~support~~ staff in cases~~any case~~ where an individual~~a prospective staff member~~ has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity at the Charter School. Non-certificated~~to work successfully in an~~ instructional ~~capacity. Instructional~~ staff will not assign grades or approve student work assignments nor supervise students for purposes~~without the approval~~ of calculating instructional minutes~~a teacher except in non-core or non-college preparatory courses~~ and will be limited in their duties to providing support for the educational program in conjunction with instruction provided by certificated teachers~~activities~~.

Job descriptions and qualifications for the following key staff are as follows (See Appendix 23 Organizational Chart):

Executive Director

POSITION SUMMARY:

Reports directly to the Escuela Popular del Pueblo Board of Directors, the Executive Director serves as the highest administrator at Escuela Popular. The Executive Director is cumulatively responsible for all aspects of organizational and financial health, including but not limited to enacting the Charter School's vision/mission; capacity building, organizational sustainability and growth, and developing new programing to meet the evolving needs of the community.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master of Arts degree from an accredited college or university with major course work in Education, Business Management, or Public Administration, or a closely related field. (Highly Preferred)
- Bachelor of Arts degree from an accredited college or university (Required)
- Minimum of ten (10) years of professional experience in the education sector. (Required)
  - A valid administrative or teaching California credential from CTC or willing to pursue one. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Principal

POSITION SUMMARY:

Under the supervision of the Executive Director, the Principal provides a vision and leadership to develop, administer and monitor educational programs that optimize the human and material resources, including time and space, available for a successful and safe ~~The~~ school program for students, staff, and community; supports Teachers and Instructors to refine their practices, improve instructional quality, and achieve mastery.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required

knowledge, skills, and abilities is qualifying.

- Master's degree from an accredited college or university with major course work in Education, or a closely related field. (Highly Preferred)
- Bachelor's degree from an accredited college or university with major course work in Education, or a closely related field. (Required)
- Minimum of three (3) years of professional teaching, administrative, and/or principal experience. (Required)
- Valid California Teaching Credential from the CTC. (Required)
- Valid California Credential from the CTC preferably in Administrative Services. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Student Services Director

POSITION SUMMARY:

Under the supervision of the Executive Director, the Student Services Director ensures a positive, responsible school climate and an effective school climate improvement process that ensures student success, safety, teaching and learning, collaboration, and connectedness. The Student Services Director is responsible for overseeing the system of student support services in place to foster a successful school experience, increase student retention and completion, ensure a safe learning environment, increase graduation rates, improve academic outcomes, decrease in absenteeism and truancy, and improve post-secondary student success.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's degree from an accredited college or university with major course work in
- Education, Social Work, Psychology, or a closely related field. (Required)
- Valid California Pupil Personnel Services Credential from the CTC. (Preferred)
- Minimum of five (5) years of school-based experience. (Required)
- Bilingual in English and Spanish. (Preferred)

Instructional Leader

POSITION SUMMARY:

Under the supervision of the Principal, the Instructional Leader provides a vision and leadership to develop, administer and monitor educational programs that optimize the human and material resources, including time and space, available for a successful and safe school program for students, staff, and community; support Teachers and Teacher Assistant/Aides to refine their practices, improve instructional qualify, and achieve mastery.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master's degree from an accredited college or university with major course work in Education, or a closely related field. (Highly Preferred)
- Bachelor's degree from an accredited college or university with major course work in Education, or a closely related field. (Required)
- Minimum of three (3) years of professional teaching, administration, and/or principal experience. (Required)
- Valid California Teaching Credential from the CTC. (Required)
- Valid Administrative Credential from the CTC preferably in Administrative Services. (Highly Preferred)
- Bilingual in English and Spanish. (Required)

Special Education Coordinator

POSITION SUMMARY:

Under the supervision of the Student Services Director, the Special Education Coordinator oversees the special education program by coordinating, implementing, and analyzing the effectiveness of all aspects of special education support and equity throughout the Charter School.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's Degree in Special Education or teaching or related field. (Required)
- Valid California Education Specialist Instruction Credential, certificate, permit, or other document required for the teacher's certificated assignment. (Required)
- Minimum of five (5) years' experience in special education teaching. (Required)
- Bilingual in English and Spanish. (Highly Preferred)
- CPR Certification. (Required)

Educational Specialist

POSITION SUMMARY:

Under the Supervision of the Special Education Coordinator, the Education Specialist plans and provides appropriate learning experiences for students with disabilities in a variety of educational settings. The Education Specialist is responsible for creating a flexible program and learning environment that provides specialized instruction for students with disabilities, such that the students benefit from the general education curriculum to the greatest extent possible when supported with supplemental aids, accommodations, and other needed supports. The Education Specialist provides direct instructional services within the general education classroom, supervises instructional services by paraprofessionals, and provides indirect services to the general education teacher.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's degree from an accredited college or university with major course work

in Special Education, or a closely related field. (Required)
- Valid California Education Specialist Instruction Credential, certificate, permit, or other document required for the teacher's certificated assignment.(Required)
- Minimum of one (1) year of experience teaching special education. (Highly Preferred) ● Bilingual in English and Spanish. (Highly Preferred)

High School Teacher~~retains~~

POSITION SUMMARY:

Under general supervision of the Principal or Instructional Leader, the High School Teacher provides a learning environment that guides and encourages students to develop intellectually and socially to fulfill their academic potential. Develops, plans, implements, assesses, and delivers lessons; evaluates students' progress; maintains proper classroom management and learning environment; maintains accurate records of attendance and grades; assists in curriculum development; supports and supervises cocurricular activities.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.
- Bachelor's Degree from an accredited college or university. (Required)
- Valid California Teaching Credential, certificate, permit, or other document required for the teacher's certificated assignment. (Required)
- CLAD Authorization required for the teacher's certificated assignment. (Required)
- Minimum of one (1) year of classroom setting teaching students preferably in an urban environment. (Highly Preferred)

Paraprofessional

POSITION SUMMARY**:**

Under the direction of an assigned supervisor, assist a certificated teacher in reinforcing instruction to individual or small groups of students in a classroom or other learning environment; assist in the preparation of instructional materials and provide routine clerical support. This position helps ensure teachers deliver high-quality lessons by providing essential classroom support and fostering a positive learning environment aligned with Escuela Popular's mission.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.
- High School Diploma or equivalent (Required)
- Bachelor's Degree from an accredited college/university or course work toward a Bachelor's Degree. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Support Staff

EPCTC seeks administrative and operational staff who demonstrate~~that has demonstrated~~ experience or

expertise in the issues and ~~work~~ tasks required of them. All classified staff possess experience and expertise appropriate for their position.

QUALIFICATIONS:
Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. (Required)
- Minimum of one (1) year of work or volunteer experience in a job-related field. (Required)
- Bilingual in English and Spanish. (Required)

Recruitment, Selection, Development, and Evaluation

EPCTC is dedicated to recruiting diverse teaching and support staff with subject matter expertise and qualifications to achieve our academic, language, and social emotional goals. EPCTC has extensive experience working with the educational community in the San Jose area. In addition to attracting talented personnel in the immediate San Jose area, EPCTC seeks staff through teacher recruitment fairs, professional publications, newspapers, and the website. We also work with our local colleges such as San Jose State University, San Jose City College, Evergreen Valley College, and Santa Clara University. We also partner with a variety of education-related organizations to encourage the most enthusiastic, qualified, and committed teachers and staff.

The Human Resources Manager has created formal job descriptions for each position, recruits, reviews the requirements for the position, and establishes interviews for candidates. Upon selection, the Human Resources Manager will ensure reference verification. The Executive Director considers the paperwork from the panel and the references and makes the final determination for hiring. The candidate is then offered the position. Employment will begin following verification of employee qualification and background checks described in Element F.

Escuela Popular is committed to continuous professional growth for its staff as previously discussed. All teachers are assigned a mentor and receive periodic feedback from the Principal and Instructional Leader.~~See Organizational Chart (Appendix 13).~~ Staff is provided with professional development opportunities to ensure that they remain abreast of all relevant changes in laws or other operational requirements. All non-instructional staff possess experience and expertise appropriate for their position within the Charter School,~~school~~ as outlined in the Charter School's~~school's staffing plan and the school's~~ adopted personnel policies. (See Appendix 24 Employee Handbook.) In addition, new staff are evaluated on their first anniversary with Escuela Popular. Veteran staff are evaluated every two years (See Appendix 25 Evaluation Tool for Staff). To monitor progress and provide constructive feedback, each teacher being evaluated receives at least one formal observation per year, accompanied by ongoing informal observations throughout the year. These observations are intended to support professional growth, foster instructional excellence, and align teaching practices with the Charter School's educational goals. This structured approach to evaluations ensures accountability and promotes a culture of continuous improvement for both leadership and staff.~~ (Appendix 14)~~

Job Descriptions and Qualifications

Job descriptions and qualifications for the following key staff are as follows See Sample Job Descriptions (Appendix 15):

Executive Director

POSITION SUMMARY:

The Executive Director reports directly to the Escuela Popular del Pueblo Board of Directors. The Executive Director hires, supervises, and evaluates the Human Resources and Operations Director, Student Services & Achievement Director, Public Affairs & Student Achievement Director, Curriculum and Instruction Directors. The Executive Director develops the school's direction consistent with its long-term needs and charter's vision. The Executive Director is responsible developing and maintaining an organizational structure that is sustainable and allows for growth.

REQUIRED EDUCATION, EXPERIENCE AND TRAINING

- Bachelor's Degree from an accredited college or university with major course work in business, finance, public administration, or closely related field.
- Minimum of five years of professional experience in the field of Educational Administration.
- Minimum of three years of professional teaching experience

Human Resources and Operations Director

POSITION SUMMARY:

Under general direction of the Executive Director, develops the operations infrastructure required to support Escuela Popular's work in furthering its mission and contribute to the overall management of the school. The HR-OPS Director maintains continuous lines of communication, keeping the Executive Director informed of all critical issues as well as serve as a thought partner to the Executive Director in managerial, operational, and financial matters. The Human Resources and Operations Director is responsible for supervising direct reports in human resources, business, technology, and facilities and serve as the leader of the school if the Executive Director is not available.

REQUIRED EDUCATION, EXPERIENCE AND TRAINING

- Bachelor's Degree from an accredited college or university with major course work in business, finance, public administration, or closely related field.
- Minimum of five years of professional and technical work.

Public Affairs and Student Achievement Director

POSITION SUMMARY:

Under general direction of the Executive Director, the Public Relations and Student Achievement Director leads the development and oversight of professional development, personal wellbeing development, and instructional practices leading to improve student achievement. The Public Affairs and Student Achievement Director maintains continuous lines of communication, keeping the Executive Director informed of all critical issues as well as serve as a thought partner to the Executive Director in student achievement, special education, district and state achievement compliance, and academy specific matters. The Director spearheads public affairs and marketing of Escuela Popular,

its programs, mission and goals, and may serve as the leader of the school if the Executive Director is not available.

REQUIRED EDUCATION, EXPERIENCE AND TRAINING

- Bachelor's Degree from an accredited college or university with major course work in business, communication, public administration, or closely related field.
- Minimum of five years of professional and technical work.

Student Services and Student Achievement

Under general direction of the Executive Director, oversees organizational data collection, analysis, and reporting to drive strategic academic programming decisions. The Director is responsible for directing the organization's student assessment plan, academic counseling, registration, and resource services. The Director may serve as the leader of the organization if the Executive Director is not available. The Student Services and Student Achievement oversees the High School Academies.

School Principal

POSITION SUMMARY:

Under general direction of the Student Achievement Director, the school Principal servers as the instructional leader, defines and promotes school culture, manages curriculum and instruction, supervises teaching, monitors student progress, and fosters a climate in which learning is valued. The Principal is responsible for the administration of the school within the established rules and regulations of the Board of Directors.

REQUIRED EDUCATION, EXPERIENCE AND TRAINING

- Bachelor's Degree from an accredited college or university with major in education.
- California Teaching Credential.
- Minimum of five years of professional teaching experience.

Assistant Principal

POSITION SUMMARY:

Under general direction of the Principal, the Assistant Principal assists the School Principal as the educational leader and chief administrator of the assigned school/program. The AP supports and mentors instructional staff and oversee school site operations, participates in staff, student, and community activities and organizes, directs, evaluates, and supervises assigned certificated and classified staff.

REQUIRED EDUCATION, EXPERIENCE AND TRAINING

- Bachelor's Degree from an accredited college or university with major in education.
- California Teaching Credential.
- Minimum of three years of professional teaching experience.

Teacher

POSITION SUMMARY:

Under general supervision of School Principal and/or Assistant Principal, the Teacher is responsible for delivering instruction to TK-12th grade students and preparing daily lesson plans by utilizing textbook materials and supplemental instruction materials.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

- Bachelor's or Master's degree from an accredited college or university
- California Teaching Credential in Multiple or Single Subject
- BCLAD or CLAD Certificate

Resource Teacher

POSITION SUMMARY:

Under the Supervision of the Special Education Coordinator, the Resource Teacher provides support and training to general education teachers and monitors the progress of special education students. The RSP Teacher serves as a resource to staff and families of special education students.

REQUIRED EDUCATION, EXPERIENCE AND TRAINING

- Bachelor's or Master's Degree from an accredited college or university
- California Special Education Credential
- Cross-cultural Language and Academic Development Certificate

Classified Instructor

POSITION SUMMARY:

Under general supervision, the Instructor provides instruction in non-core classes to 9-12th grade students, prepares daily lesson plans, and utilizes textbook materials, supplemental instructional

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

- High School Diploma or equivalent
- Bachelor's degree from an accredited college or university preferred

Academic Counselor

POSITION SUMMARY:

Under general supervision of the Student Achievement Director, the Academic Counselor addresses the needs of all students through prevention and intervention programs and serves as a liaison with community colleges and four-year universities. The Academic Counselor is responsible for advising students on high school graduation requirements as well as requirements for college entry.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

- Bachelor's or Master's degree from an accredited college or university
- California Pupil Personnel Credential.
- Two (2) years of secondary teaching desirable

~~Escuela Popular is committed to continuous professional growth for its staff. All teachers are assigned a mentor and receive periodic feedback from instructional mentors and principals. In addition, new staff is evaluated on their first anniversary with Escuela Popular. Veteran staff is evaluated every two years. See Evaluation Documents (Appendix 16).~~

~~Required~~ Element F: Health ~~and~~& Safety Procedures

~~Governing Law: "~~The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures ~~require all~~shall include the following:

~~requirement~~ that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.~~."~~

~~The development of a school safety plan, and the annual review and update of the~~ plan, pursuant to Section 47606.3. ~~- California~~ Education Code Section 47605(c~~b~~)(5)(F)

In order to provide safety for all students and staff, the Charter School shall maintain and implement full health and safety policies and procedures

~~EPCTC has adopted and implemented a comprehensive set of health, safety,~~ and risk management policies~~. These policies~~ at its school site ~~were developed~~ in consultation with its~~the school's~~ insurance carriers~~. See EPCTC High School Safety Plan~~ and risk management experts (See ~~Evacuation Map (~~Appendix 26 Proof of Insurance). ~~17).~~

These ~~policies and~~ procedures will be~~have been~~ incorporated~~, as appropriate,~~ into the Charter School's~~school's~~ student and Family Handbook and Employee Handbook~~staff handbooks~~ and are~~will be~~ reviewed on an ongoing basis by the Executive Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety~~in the school's staff development efforts and governing board~~ policies.

The following is a summary of the health and safety policies of the Charter School:

Procedures for Background Checks

As required by Education Code Sections 44237 and 45125.1, the Charter School shall require all employees of the Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall also comply with the provisions of AB 2534 (2024) requiring charter schools to inquire about any credible complaints or investigations related to egregious misconduct against applicants for employment. The Charter School shall maintain on file and available for inspection evidence that the Charter School has performed criminal background checks and cleared all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. The Executive Director shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Human Resources Manager will serve as the Custodian of Records per the California Department of Justice requirements. The Executive Director shall monitor the fingerprinting and background clearance of the Human Resource Manager. Volunteers

who volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at all public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) tested for tuberculosis prior to commencing employment and working with students, and for employees at least once every four years thereafter, as required by Education Code Section 49406.

The Charter School shall also require any vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis within the period of 60 days prior to employment/service and every four years, in accordance with Education Code Section 49406. Charter School shall maintain tuberculosis clearance records and certifications on file.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide

prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Mental Health Education

If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq*.

Mental Health Information

The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and Spanish and any primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Prevention of Human Trafficking

In accordance with Education Code Section 49381, the Charter School shall identify and implement the most appropriate methods of informing students in grades 9 through 12 of human trafficking prevention resources.

Menstrual Products

The Charter School shall stock its restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

The Charter School shall post a notice regarding the requirements of this paragraph in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

In accordance with Education Code Section 35292.5, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use on or before July 1, 2026. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

In accordance with Education Code Section 49501.5, the Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student with adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 9-12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with students.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to complying with the requirements of Education Code Section 49475 regarding concussions/head injuries, and providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

School Safety Plan

The Charter School shall adopt a School Safety Plan (See Appendix 27 School Safety Plan), to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. Child abuse reporting procedures
b. Routine and emergency disaster procedures
c. Policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. A discrimination and harassment policy consistent with Education Code Section 200

f. Provisions of any school-wide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. Procedures for safe ingress and egress of pupils, parents/guardians, and employees to and from the Charter School
h. A safe and orderly environment conducive to learning
i. The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6.
j. Procedures for conducting tactical responses to criminal incidents
k. If the comprehensive school safety plan includes procedures to prepare for active shooters or other armed assailants by conducting a drill, procedures that comply with Section 32282(a)(2)(K)(i)-(iv)
l. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
m. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite
o. A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training on emergency response, including appropriate "first responder" training or its equivalent, and first aid response (e.g., EpiPen usage, defibrillator).

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug, Alcohol, and Smoke-Free Environment.

The Charter School shall function as

~~Each applicant for employment is required to provide EPCTC with a full disclosure statement regarding prior criminal record as required by the California Education Code Section 44830.1. In addition, employees must provide medical clearance, including proof of medical exam and tuberculosis (TB) testing.~~

~~All instructional staff at EPCTC will be CPR/First Aid trained.~~

~~Immunization of students is a condition of school attendance to the same extent as would apply if the students attended a non-charter public school. EPCTC will provide for the screening of students' vision and hearing and screening of students for scoliosis to the same extent as would be required if the students attended a non-charter public school.~~

~~Escuela Popular CTC shall maintain~~ a drug, alcohol, and smoke -free environment.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if at District facilities).

The Charter School will maintain on file readily accessible records documenting such compliance. The Executive Director or designee will conduct annual reviews to ensure all auxiliary services are safe (food services, transportation, custodial services, or hazardous materials) by developing appropriate policies and awareness training.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. ~~The Charter School shall develop a comprehensive policy to prevent and immediately remediate~~

any concerns about discrimination or harassment at the Charter School (including employee-to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the

school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the school site and in public areas at the school site that are accessible to, and commonly frequented by pupils.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

In accordance with Education Code Section 49392, at the beginning of the first semester of each school year, the Charter School shall distribute a notice to each student addressing California's gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Transportation Services

The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one (1) hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's/guardian's ability to request school records on behalf of their child.

Extreme Weather Policy

In accordance with Education Code Section 33355, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporates the standardized guidelines developed by CDE on or before July 1, 2026.

~~Required~~ Element G: Student Population~~Means To Achieve Racial And Ethnic~~ Balance ~~Reflective Of The District~~

~~Governing Law: "~~*The means by which the charter school will achieve a balance of racial and ethnic* pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5~~balance among its pupils~~ *that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.* ~~.~~*"*

~~- California~~ *Education Code Section 47605(c~~b~~)(5)(G)*

To create a school community that reflects the diversity of the general population residing within the District, EPCTC strives to recruit students from a range of racial, ethnic, ability, linguistic, and socioeconomic backgrounds. EPCTC will bring a sense of validation and encouragement to families from diverse and multicultural backgrounds seeking a unique educational experience. This mindset assists us in our overall recruiting efforts. EPCTC is committed to designing measurable approaches to underscore our dedication in establishing a diverse student body. The Charter School will maintain an accurate accounting of the racial and ethnic balance, special education students, and English Learner students, including redesignated fluent English Learner students enrolled in the Charter School and will use this information to determine where additional outreach efforts are needed. In order to recruit students who are English Learners, all materials will be developed in English and Spanish as well as other languages as the need arises. In order to recruit students who are historically underserved, recruitment activities will focus on groups and gatherings. EPCTC is committed to being racially, ethnically, linguistically (including English Learners), ability, and socioeconomically diverse.

The Charter School will engage in the following outreach activities:

Marketing Materials: Design flyers and distribute

~~The school has implemented a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a racial and ethnic balance among students that is reflective of the district:~~

~~1) An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.~~

~~2) The development of promotional and informational material that attempts to reach all of the various racial and ethnic groups represented in the district.~~

~~3) The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations.~~

~~4)~~1) ~~The distribution of promotional and~~ informational materials to appeal to ~~a broad variety of community groups and agencies that serve the~~ various racial, ethnic, ability, linguistic, and socioeconomic~~and interest~~ groups within the District.~~represented in the district. See Sample Recruitment~~ Flyers will be distributed at local markets, coffee shops, libraries, churches, preschools, and businesses. Materials are developed in English and Spanish. Other languages

will be added as the need arises.~~(Appendix 18)~~

1. **Host Community Events**: The Charter School hosts several community events each year in preparation for open enrollment. Information Outreach events are scheduled quarterly at Orientation and monthly at Cafecitos (coffees). Events include Orientation, Family Conferences, Jaguar Concert, and Fall Festival. Outreach activities have included visiting San Jose YEAH Annual Summit, LiUNA Laborers Local 270, and Head Start Preschools.

2. **Advertising**: The Charter School updates its website regularly. The Charter School will issue press releases, advertise in newspaper publications, and radio stations as funding allows. The Charter School will also advertise in local publications specific to the target community.

3. **Attend and Establish Presence at Community Events**: The Charter School will make significant efforts to establish visibility in the community. The Charter School team attends community events and parks. The Charter School also sets up

information tables/booths in high traffic and high visibility areas during well–attended local and regional community events.

4. **Establish Partnerships with Community Organizations**: The Charter School has extensive partnerships within the local and regional communities including but not limited to: Kaiser Permanente, Planned Parenthood, Gardner, San Jose Police Department, School Linking Services, Truancy Court (Social Workers and Attorney), Youth Community Service, San Jose Bridge Communities, California State University at San Jose, Santa Clara County Office of Education, Santa Clara County Behavioral Health, Amigos de Guadalupe, Next Door Solutions to Domestic Violence, and local attorneys.

5. **Website and Online Advertising**: The Charter School has designed a website for interested students, families, and community members to visit to learn more about the Charter School.

The Charter School will continue to engage in ongoing recruitment and outreach efforts as described above with the continued development of marketing materials, advertising, online and social media presence, hosting and attendance of community events, and continued efforts to establish community partnerships. The Charter School budget includes financial resources allocated to outreach efforts.

5) Outreach meetings in several areas of the district to reach prospective students and parents.

6) An open enrollment period that permits students to enroll in Escuela Popular throughout the year.

~~Required~~ Element H: Admission Policies and Procedures~~Requirements~~

~~Governing Law: "~~Admission *policies and procedures, consistent with [~~requirements, if applicable.~~"*

~~- California~~ Education Code Section 47605]
subdivision (e).- Education Code Section 47605(c~~(b)~~)(5)(H)

EPCTC actively recruits a diverse student population from the District~~district~~ and surrounding areas. Admission to the Charter school is open to any resident of the State of California. Prospective students are briefed regarding the Charter school's instructional and operational philosophy and are informed of the Charter school's student-related policies. The Charter school has established an annual recruiting and admissions cycle, which shall include reasonable time for all of the following: (1) outreach and marketing, (2) orientation sessions for students, (3) an admission~~admissions~~ application period, (4) an admission~~admissions~~ lottery if necessary, and (5) enrollment. The school may fill vacancies or openings that become available after this process using either a waiting list or any other nondiscriminatory process~~non-discriminatory process. The school admits students at any time during the school year on an open-ended basis in order to better serve the transient local population~~.

EPCTC shall admit all students who wish to attend the Charter School and participates in a rolling admission process to better serve students who are historically transient. There will not be a test or assessment administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of a student within the State, except as otherwise required by law. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not charge tuition or discriminate against any student based upon the characteristics listed in Section 220.

The Charter School shall not request or require submission of a student's IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admission or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the

academic performance of the pupil or because the pupil exhibits any of the characteristics

described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to students.

The Charter School shall require students who wish to attend the Charter School to complete an application (intent to enroll form) (See Appendix 28 ~~. In~~Intent to Enroll Form).

The Charter School admits students a rolling admission process to better serve students who are historically transient, and thus, has not had to participate in a public random drawing (or "lottery"). However, in the event that the number of students seeking admission to any grade or class exceeds capacity, admission shall be determined by a lottery, with the exception of ~~attendance, except for~~ existing students of the Charter School, who are guaranteed admission in the following school year. A lottery will take place on the EPCTC campus in a room large enough to allow all interested parties to observe the drawing, or at another public venue near the Charter School large enough to accommodate all interested parties. The lottery will take place on a weekday evening or any other time when the most interested parties who wish to attend may do so. All interested parties will know, prior to the holding of the lottery, how many openings are available at the Charter School and for each grade served by the Charter School~~school, shall be determined by a public random lottery~~.

Admission preferences will be extended to potential

~~To enroll in Escuela Popular,~~ students in ~~will be asked to complete~~ the following order:

1. Sibling(s) students admitted to or attending the Charter School
2. Students who are currently enrolled in or who reside in the elementary school attendance area of the local public elementary school where the Charter School is located (for purposes of the SB 740 Charter School Facility Grant Program)
3. Students residing within the District's boundaries
4. All other students

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

Public Random Drawing

Public notice for the date and time of the lottery, rules, and deadlines will be posted at the Charter School and on the Charter School's website at least two weeks prior to the lottery date. The notice includes an explanation that students do not need to be present at the lottery but may attend if they choose to do so. The lottery is open to the public.

At the lottery, names shall be drawn from lottery differentiated by grade level. Beginning with the lowest grade, the names shall be drawn by an adult citizen of good standing, not otherwise employed by the Charter School, confirming the results of the lottery. The drawing shall continue until all names for that grade level are drawn. Those individuals whose names are drawn after all spaces have been filled will be placed on the waiting list in the order drawn, except if the

preferences described above require otherwise.

An adult citizen of good standing, not otherwise employed by the Charter School, will testify in writing that they personally witnessed each lottery pursuant to the above, and that each was random, public, and conducted as described.

Students not admitted because of space limitations will be placed on a wait list. As space becomes available during a school year, the Charter School will call the applicant with the highest rank on the applicable waiting list.

Students promoted off of the waiting list shall be informed in writing and shall have five (5) days from the date of contact to respond. In addition, the Charter School shall attempt on at least two separate occasions to contact the students promoted off of the waiting list by telephone. The Charter School admits students at any time during the school year on a rolling admission basis in order to better serve the relatively transient local population.

The waitlist for the current school year remains active until the end of the school year. No waitlist shall be carried over from one school year to the next school year. Applicants must reapply for the lottery annually if the Charter School is unable to offer them admission for the current year.

Intent to Enroll forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents will be physically filed on the Charter School campus, and lottery results and waitlists will be readily available in the Charter School's office for inspection upon request. Each applicant's admission application will be kept on file for the academic year with their assigned lottery number in the Charter School database and on their admission application.

Enrollment Process

Students will be notified by EPCTC staff of their acceptance to the Charter School via telephone and/or email within five (5) days of an open space or ~~and provide the~~ following the lottery. Students who are offered spots will be asked to complete an Enrollment Packet within ten (10) days of receipt of notification of their spot in order to secure their space. Charter School staff will be available to assist students with language, literacy, or physical disabilities to complete this paperwork, if needed. Upon enrolling in EPCTC, each student will be invited to attend an optional school orientation meeting or individual meetings with the Director of Student Support. This meeting is not a condition for enrollment.~~information:~~

After admission, students will be required to submit an enrollment packet, which shall include the following:

- Student Enrollment Form (See Appendix 29 Enrollment Form)
- Proof of Immunizations
- Report of Health Exam for School Entry
- Home Language Survey
- Completion of Emergency Medical Information Form or Proof of age requirements~~a student registration form;~~

- Release of records7
  - Student signatures on the Student and Family ~~Submit appropriate documentation~~
  - ~~Submit a signed Commitment Form and~~ Handbook Acknowledgement The Charter School will maintain records of the above activities.

[7] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

- Attend a school orientation meeting before the first day of class

Admission tests will not be required; however, assessments may be administered following enrollment to determine individual instructional programs. These tests will serve as diagnostics of students' reading, writing and math skills.

EPCTC will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, or disability.

~~Required~~ Element I: Annual Independent Financial AuditsAudit

~~Governing Law: "~~*The manner in which annual, independent~~,~~ financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority."* - Education Code Section 47605(c)(5)(I)

An annual independent financial audit ~~- California Education Code Section 47605(b)(5)(I)~~

~~EPCTC's board~~ of the books and records~~directors will form an audit committee each fiscal year to oversee selection~~ of the Charter School ~~an independent auditor and the completion of an annual audit of the school's financial affairs. These financial audits~~ will be conducted as required by Education Code Sections 47605(c)(5)(I)~~a qualified Certified Public Accountant familiar with school finances~~ and 47605(m).~~operations.~~ The books and records of~~audit will verify~~ the Charter School ~~accuracy of the school's financial statements, attendance and enrollment accounting practices, and review the school's internal controls. The audit~~ will be kept~~conducted~~ in accordance with generally accepted accounting principles , and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter school as published in the State Controller's K-12 Audit Guide.

The Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a Certified Public Accountant and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider..~~to the school.~~ To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The Executive Director, along with the audit committee, if any, will oversee the completion of an annual audit of the Charter School's financial affairs. ~~It is anticipated that~~ the annual audit will be completed ~~by December 15 each year~~ and ~~that a copy of the auditor's findings will be~~ forwarded to the ~~East Side Union High School~~ District, the ~~Santa Clara~~ County Superintendent~~Office~~ of Schools~~Education~~, the State Controller~~Controller's Office, the California Department of Education~~, and to the CDE by the 15th~~State Board~~ of December of each year. The Executive Director, along with the~~Education. The school's~~ audit committee, if any, will review any audit exceptions or deficiencies and report to the Board ~~school's board of directors~~ with recommendations on how to resolve them. The board will submit a report to the district describing~~regarding~~ how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of the Charter School is a public record to be provided to the public upon request~~.~~ ~~Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in Required Element #14~~.

~~EPCTC accounts separately for those funds received by the state and from other sources; any budget deficit may be covered by Escuela Popular Del Pueblo, Inc. and any surpluses generated by the school shall return directly to the school's account.~~

~~*Funding*~~

~~EPCTC receives funding pursuant to Education Code Section 47613.5 and its successors and will opt to receive its funding directly from the State. An account for the school will be maintained at the Santa Clara County Office of Education. Any funds due to the school that flow through the East Side Union High School District shall be forwarded to the school as quickly as possible. EPCTC and the district shall annually renew a memorandum of understanding that establishes specific elements of the financial and service relationship, with mutually agreeable modifications if necessary.~~

~~*District Oversight*~~

~~The East Side Union High School District shall provide and/or perform oversight tasks and duties specified and/or necessitated by this charter for a cost-based fee that will be negotiated annually; said fee shall not exceed one percent (1%) of the revenues provided to the school pursuant to the Charter Schools Act, excluding private donations and grants. Services shall include, but not be limited to, the following:~~

1. Good faith efforts to develop any agreements to clarify or implement the charter.

2. Review, analysis and dialogue regarding the school's performance.

3. Monitoring of compliance with the charter and related agreements.

4. Good faith efforts to implement the dispute resolution and related processes described in Element N of this charter petition.

5. Timely and good faith review of requests to renew or amend this charter as permitted under law.

The district agrees to allow EPCTC to purchase goods or services from the district at cost pursuant to a mutually acceptable written agreement, which may include the following:

1. Student information, assessment and other data processing services.

2. Facilities maintenance, utilities, and grounds keeping.

3. Services related to exceptional needs or language minority students.

4. Transportation services.

5. Child nutrition & food services.

6. Categorical programs management and grant development and compliance services.

7. Purchasing, delivery and warehousing services.

Programmatic/Performance Report

EPCTC will comply with the district's request to ensure that the charter school is in compliance with its charter and all applicable laws.

The charter school and district will jointly develop the content, evaluation criteria, timelines, and process for performance reports.

The school and district will also jointly develop an annual site visitation process and protocol to enable the grantor to gather information needed to confirm the school's performance and compliance with the terms of this charter.

Annual Reports

The charter school and the district agree to work together to accomplish all tasks necessary to fully implement this charter, including the submission of any necessary and duly prepared waiver requests to the State Board of Education.

~~The district agrees to receive and review the annual fiscal and programmatic audit and performance report as specified in Element I. Within sixty days of receipt, the district will notify the school as to whether it considers the school to be making satisfactory progress relative to the goals specified in this charter. This notification will include the specific reasons for the district's conclusions. If the district concludes the school is not making satisfactory progress the school shall be provided with specifics regarding areas of concern.~~

~~Required~~ Element J: Student~~Pupil~~ Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker, initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. - Education Code Section 47605(c)(5)(J)

EPCTC~~*Governing Law: "The procedures by which pupils can be suspended or expelled." - California Education Code Section 47605(b)(5)(J)*~~

~~Escuela Popular~~ is committed to using restorative practices in order to build a strong student and faculty culture, a community of mutual respect, and to reduce discipline referrals, suspensions, and expulsions. Escuela Popular believes

~~Based on the school's values, we believe~~ that everyone can learn from their mistakes and learn to solve their own conflicts by correcting their mistakes. These policies balance students' rights to due process with the Charter School's responsibility to maintain a safe learning environment.~~wrongs. Additionally, we believe that every bad decision has a consequence that applies to each specific case. EPCTC generally does not encounter volumes of suspensions due to the nature of the adult population served. In the case that an unwanted behavior occurs, below is an outline of how EPCTC deals with situations. Consequences may include (they are not in any specific order):~~

- ~~Verbal warning~~
- ~~Writing a letter of apology~~
- ~~Participating in school community service/repairing any damage they have caused~~
- ~~Being removed from a given situation (time out, reflection time…etc)~~
- ~~Making up work time (additional time with the teacher)~~
- ~~Completing a behavior reflection to be signed by parents and returned~~
- ~~Student/Teacher/Principal conference~~
- ~~Being placed on a behavior plan or academic contract~~

~~Suspension~~

A. General Provisions

EPCTC shall provide due process for all students, including adequate and timely notice to students of the grounds for all suspension, expulsion, and involuntary removal recommendations and decisions and their due process rights regarding suspensions, expulsions, and involuntary removals.

- ~~EPCTC shall document and implement the alternatives to~~
- ~~Loss of placement at Escuela Popular~~

~~In cases where suspension and expulsion are necessary, EPCTC has adopted a comprehensive~~ suspension and expulsion.

B. School Climate and Student Discipline System

EPCTC's goal is to provide a school climate that is safe, supportive, and nurturing for each student. All students have a right to learn while attending a safe school. As such, a student discipline system that addresses prevention, early intervention, schoolwide positive behavior intervention and

support, and consistent expectations as well as appropriate consequences for behavior is a necessary part of school life.

EPCTC's student discipline system focuses on the implementation of a schoolwide positive behavior intervention and support system that helps to prevent the occurrence of problem behaviors that may result in disciplinary actions. This student discipline system includes a multi-tiered approach that is implemented by school staff through: school leaders actively supporting the implementation of schoolwide positive behavior interventions and supports; teaching and consistently reviewing schoolwide rules and behavioral expectations; teaching and modeling appropriate social and behavior skills; reinforcing appropriate student behaviors; using effective classroom management strategies; providing early intervention for inappropriate behaviors; collaborating and communicating regularly with families regarding behavioral expectations, individual student behavior plans, student progress, and any necessary consequences, such as suspension or alternatives to suspension referred herein.

The goals of EPCTC's student discipline system are to:

- Promote student self-discipline, independence, and mutual respect for others;
- Model, teach and encourage socially appropriate behavior so that students will be happy and successful in the real world;

- Maximize learning time by decreasing the number of office referrals and suspensions;
- Monitor and correct student misconduct through positive behavioral interventions; and,
- Analyze student behavioral data to further guide the development and implementation of schoolwide behavioral supports and interventions.

Behavioral Interventions

Students who engage in misconduct may be provided with behavioral responses to intervention. Through this referral process students with behavioral difficulties will further behavioral intervention support and staff will continue to monitor progress through data collection.

In certain circumstances, disciplinary responses that remove students from the classroom or school environment may be necessary through suspension and/or expulsion. In these cases, EPCTC's goal is to make sure that students continue their education, learn how to behave appropriately, and correct any harm they may have caused. Please note that while instituting more severe disciplinary actions, EPCTC shall follow certain public school procedural safeguards, federal and state laws, and restrictions. This is especially true when working through disciplinary matters with students with disabilities.

Implementing Restorative Justice practices as an alternative to traditional discipline is a learning process, one that takes time, patience and understanding. The goal is to build a stronger and more inclusive school community.

Suspension Alternatives

Alternatives to suspension include consequences that are identified as appropriate responses to misconduct and that provide the student with an opportunity to learn the skills necessary to avoid future misconduct. Alternatives to suspension may include but is not limited to:

- Changes in student's schedule tailored to student's needs;
- Implementation of a behavior monitoring system;
- Implementation of a behavioral contract including reinforcers for success and consequences for continued problems, such as loss of privileges (e.g.: short term loss of class/schoolwide fun activities that may be earned through positive behavior) or restoration (e.g.: apologizing to the person they hurt, cleaning up a mess they made, fixing something they broke, or writing a paragraph on bullying to present during anti-bullying activities);
- Referral to group or individual counseling;
- Instruction in social emotional/behavioral skills;
- Use of problem-solving approach to assist student in identifying the problem and possible appropriate solutions.

Professional development

Professional development in the area of schoolwide positive behavior support is provided to all staff members on an ongoing basis. Professional development for school staff may

include topics such as classroom management, using a problem-solving approach to discipline, managing student behaviors, creating positive classroom culture, and creating positive behavior support plans.

C. ~~policy. See~~ Suspension and Expulsion Policy and Procedures

Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School~~Policies (Appendix 19). In creating this policy, Escuela Popular~~ has reviewed Education Code Section 48900 *et seq.*, which describe the offenses for which students at noncharter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions and involuntary removal, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal, so long as such modification is not materially different from this charter petition~~establishes policies and procedures used in traditional public schools when suspending and expelling students. These policies will be available to parents/families and students upon request. These policies balance students' rights to due process with the school's responsibility to maintain a safe learning environment~~.

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

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

The Charter School administration shall ensure that students and their guardians[8] (for SWD under 22 years of age) are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Charter School's office.

[8] ~~The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational~~

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

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the student and educational rights holder have been provided with a written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's educational rights holder and shall inform the student, the student or the student's educational rights holder of the basis for which the student is being involuntarily removed and the student or the student's educational rights holder's right to request a hearing to challenge the involuntary removal. If a student or the student's educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions before the effective date of the action to involuntarily remove the student. If the student or the student's educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

D. Procedures

Suspension and Expulsion

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

a) while on Charter School grounds;
b) while going to or coming from the Charter School;
c) during the lunch period, whether on or off the Charter School campus; or
d) during, going to, or coming from a school-sponsored activity, school sanctioned event, or athletic practice, game, or event.

E. Enumerated Offenses

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

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

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

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

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

e) Committed or attempted to commit robbery or extortion.

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

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

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

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

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

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

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

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

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

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

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

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

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
   i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
   ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
   iii. Causing a reasonable student to experience substantial interference with their academic performance.
   iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

   i. A message, text, sound, video, or image.
   ii. A post on a social network Internet Web site including, but not

limited to:

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

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

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

iii. An act of cyber sexual bullying.

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

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

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

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

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

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

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

b) Brandished a knife at another person.

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

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

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

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

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

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic

beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

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

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

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

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

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

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

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

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

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

o) Engaged in or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation into a student

organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student.

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

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

1) "Bullying" means any severe or pervasive physical or verbal act or

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

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
iii. Causing a reasonable student to experience substantial interference with their academic performance.
iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

i. A message, text, sound, video, or image.
ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another pupil would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a

profile using the likeness or attributes of an actual student other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

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

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

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

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

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

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

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from

a certificated school employee, with the Principal or designee's concurrence.

b) Brandished a knife at another person.

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

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

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

The Charter School will use the following definitions:

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

F. Suspension Process

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student's educational rights holder and, whenever practical, the teacher, supervisor or Charter School employee who

referred the student to the Principal or designee.

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

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

2. Notice to Students

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

3. Suspension Time Limits/Recommendation for Expulsion

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

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

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a student, educational rights holder, or teacher shall provide to a student in any of grades 9 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

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

G. Authority to Expel

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

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

H. Expulsion Procedures

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA). The student may make a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing. Such request is subject to Board review.

Written notice of the hearing shall be forwarded to the student and the student's educational rights holder at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The Charter School will utilize a multi-modal approach to noticing delivery which may include email,

telephone, or in-person delivery, and will include documentation or receipt of delivery. The notice provided in a language understood by the student and the student's educational rights holder shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or educational rights holder's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. The opportunity for the student and/or the student's educational rights holder to appear in person or to employ and be represented by counsel or a nonattorney advisor;

6. The right to inspect and obtain copies of all documents to be used at the hearing;

7. The opportunity to confront and question all witnesses who testify at the hearing;

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include an educational rights holder, or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim with a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the Administrative Panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The Administrative Panel Chairperson shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel Chairperson from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

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

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

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

I. Record of Hearing.

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

J. Presentation of Evidence.

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

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

K. Expulsion Decision.

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

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

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

L. Written Notice to Expel.

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's educational rights holder. This notice shall also include the following: (a) Notice of the specific offense(s) committed by the student; (b) Notice of the student's or educational rights holder's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School; (c) rehabilitation plan with a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission; and, (d) alternative education programs in the County or their school district of residence and an offer to collaborate with student and student's educational rights holder to assist with locating alternative placements during expulsion.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority, and within thirty (30) days to the Superintendent of the student's district of residence. This notice shall include the following: (a) The student's name; (b) The specific expellable offense(s) committed by the student; and, (c) The rehabilitation plan with a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission;

M. Disciplinary Records.

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

N. No Right to Appeal.

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

O. Expelled Students/Alternative Education.

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

P. Rehabilitation Plans.

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

Q. Readmission or Admission of Previously Expelled Student.

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

R. Notice to Teachers.

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

S. Special Procedures for Consideration of Suspension, Expulsion, or Involuntary Removal of Students with Disabilities.

1. Notification of the SELPA

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

a. Manifestation Determination: If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
b. Procedural Safeguards: If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/Section 504 Plan.

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

If the Charter School, the student, the educational rights holder, and relevant members of the IEP/Section 504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/Section 504 Team shall:

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

c. Return the student to the placement from which the student was removed, unless the student, the educational rights holder, and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

4. Due Process Appeals

The student with a disability or the educational rights holder who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Dispute Resolution by utilizing the dispute provisions of the IEP/Section 504 Policy and Procedures.

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

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

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

5. Special Circumstances

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

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

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

6. Interim Alternative Educational Setting

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

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

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

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

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

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may

assert any of the protections available to IDEA-eligible students with disabilities, including the right to stay-put.

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

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

U. Notification of the School District of Residence.

Upon expelling any student, the Charter School shall notify the student's school district of residence immediately or as soon as practicable. Such notice shall include:

1. Completed expulsion documentation as required from the school district;

2. Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that the Charter School's policies and procedures were followed;

3. Copy of notice of expulsion hearing;

4. Copy of expulsion notice provided to student or educational rights holder stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment;

5. If the student is eligible for special education, documentation related to expulsion in compliance with IDEA;

6. If the student is eligible for Section 504 accommodations, documentation that the Charter School conducted a manifestation determination meeting to address two questions:
   a. Was the misconduct caused by, or directly and substantially related to the student's disability?
   b. Was the misconduct a direct result of the Charter School's failure to implement Section 504 Plan?

This notice will be sent to the student's district of residence. If the student is a resident of a school district other than the District, the Charter School must notify the Superintendent of the student's district of residence within thirty (30) days of the expulsion. Additionally,

upon request of the receiving school district, the Charter School shall forward student records no later than ten (10) school days from the date of the request as stated in Education Code Section 49068(b).

~~Escuela Popular is committed to annual review of this policy, as necessary. Such modifications may be made without the need to amend the charter so long as the amendments comport with the law. In addition, these processes will be amended as required by law to protect the rights of students with disabilities or exceptional needs.~~

~~This includes, but is not limited to, convening an individualized educational plan team if a suspension lasts beyond ten days or in the event that expulsion is recommended. The school will notify the district of any expulsions and will include suspension and expulsion data in its annual performance report.~~

~~Required~~ Element K: Employee Retirement Systems~~System~~

~~Governing Law: "~~*The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System or federal social security*. - *Education Code Section 47605(c)(5)(K)*~~."~~

Eligible certificated employees~~ - California Education Code Section 47605(b)(5)(K~~

~~Teachers~~ at EPCTC ~~will~~ participate in the State Teachers'~~Teachers~~ Retirement System. Non-certificated ~~Classified~~ employees participate in social security, and a ~~the Public Employees Retirement System or other~~ qualified retirement system (See Appendix 30 Escuela Popular Classified Retirement Plan) at the Charter School's~~school's~~ discretion. Employees~~Teachers~~ may also have access to other school-sponsored retirement plans according to policies developed by the Board~~board~~ of Directors~~directors~~ and adopted as the Charter School's~~school's~~ employee policies. The Charter School retains the option for its Board~~board~~ to elect to participate in and coordinate such participation, as appropriate, with ~~the social security system or~~ other reciprocal systems in the future, should it find that participation enables the Charter School~~school~~ to attract and retain a higher quality staff (See Appendix 31 Benefits for Certificated and Classified Staff).~~.~~ The Charter School ~~school~~ shall pay the County~~county~~ a reasonable fee for the provision of such services. The Human Resources Manager~~and Operations director~~ will be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees. (See Appendix 32 Classified and Certificated Salary Scales)~~.~~

~~*Required Element L: Attendance Alternatives*~~

Element L: School Attendance Alternatives

~~*Governing Law: "*~~*The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools*. *- Education Code Section 47605(c)(5)(L)*~~."~~

Escuela Popular/Center for Training Careers, Family Learning Center is a school of choice, specifically for adults. No student is required to attend. ~~*- California Education Code Section 47605(b)(5)(L)*~~

Students who choose~~opt~~ not to attend the charter school may attend another public school within their home school~~other~~ district. Students may attend a District school ~~schools~~ or pursue an intra- and inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. ~~Alternatives to EPCTC for students living within the district attendance area will be the same as those offered to all other students currently residing in the district.~~ Each student enrolled in the Charter School ~~charter school~~ shall be informed that they~~the students~~ have no right to admission in a particular school of the District~~district~~ (or program of the District~~district~~) as a consequence of enrollment in the Charter School~~charter school~~, except to the extent that such right is extended by the District~~district~~.

Element M: Return Rights of Employees

~~*Required Element 13: Attendance Alternatives*~~

Governing Law: "The A description of the rights of anany employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. - Education Code Section 47605*(c)(5)(M)*."

No public school district employee shall be required to work at EPCTC. Employees of the District who choose to leave the employment of the District to work at EPCTC will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work at EPCTC that the District may specify, any rights of return to employment in a school district after employment at EPCTC that the District may specify, and any other rights upon leaving employment to work at EPCTC that the District determines to be reasonable and not in conflict with any law.

EPCTC employees will not be members of or represented by any collective bargaining agreements of the District. EPCTC employees are not required to engage in collective bargaining, but they have the right afforded to them via the procedures established by the Public Employment Relations Board ("PERB"). ~~*California Education Code Section 47605(b)(5)(M)*~~

~~For the purposes of the Educational Employment Relations Act ("EERA"), Escuela Popular del Pueblo as the California non-profit public benefit corporation operating Escuela Popular CTC is deemed the exclusive public school employer of the employees of the charter school. Thus, the collective bargaining contracts of local school districts shall not be controlling. Escuela Popular del Pueblo recognizes the employees' rights under the EERA provisions to organize for collective bargaining.~~

~~Persons employed by Escuela Popular del Pueblo are not considered employees of East Side Union High School District for any purposes whatsoever.~~ Further, employees who leave the~~East Side Union High School~~ District to work at EPCTC~~Escuela Popular CTC~~ will not continue to earn service credit (tenure) in the District~~school district~~ while working at EPCTC.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to EPCTC. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

~~*Required Element M: Description of Employee Rights*~~

~~Employees who leave EPCTC and apply to district schools will be treated no differently from applicants from other schools in regard to crediting of years, sick leave, etc., unless the district chooses to waive this policy.~~

Required Element N: Dispute Resolution Procedures

~~*Required Element M: Description of Employee Rights*~~

"The procedures to be followed by the charter school and the chartering authority ~~entity granting the charter~~ to resolve disputes relating to provisions of the charter. ~~.~~"

~~California~~ Education Code Section 47605(~~c~~b)(5)(N)

The Charter School shall have an

~~EPCTC has adopted policies and processes for airing and resolving~~ internal dispute resolution process to be used for all internal~~and external~~ disputes related to the Charter School's operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedure, as required by state and federal law, respectively. Students, Board~~.~~

~~The district agrees to refer all complaints regarding the school to EPCTC's Executive Director for resolution. Charter school students, board~~ members, volunteers, and staff at the Charter School will be provided with a copy of the ~~school's policies and dispute resolution process and will agree to work within it. In the event that the school's policies and processes fail to resolve the dispute, the district agrees not to intervene in the dispute without the consent of the school's board of directors unless the matter directly relates to one of the reasons specified in law for which a charter may be revoked.~~

~~Intent~~Charter School's policies and internal

~~The intent of this~~ dispute resolution process. The District shall promptly refer any complaints or reports regarding such disputes not related ~~is to (1) resolve disputes within the school pursuant to the school's policy, (2) minimize the oversight burden on the District, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as~~ to a possible violation of this charter or laws related to the Charter School.

Disputes Between the Charter School and the District

~~avoid disputes regarding oversight and renewal matters.~~ The Charter School understands that agreement to a dispute resolution process must be bilateral and the Charter School cannot unilaterally bind the District to a specific procedure. ~~As such, the following represents the Charter School's proposed process for resolving disputes between the District and the Charter School.~~ The Charter School agrees that this process may be revised as agreed upon by the District and Charter School in a mutually agreed upon MOU.

~~Public Comments~~

The Charter School staff and Board and East Side Union High School District staff and Board are encouraged~~agree to attempt~~ to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

Required Element M: Description of Employee Rights

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Executive Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive

Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon a written mutual agreement of the District and the Charter School.

Disputes Arising from within Escuela Popular CTC

Disputes arising from within the school, including all disputes among and between students, parents, volunteers, partner organization, and governing board members of the school, shall be resolved pursuant to policies and processes developed by the School. The East Side Union High School District shall not intervene in any such internal disputes without the consent of the Board of Directors of the Charter School and shall refer any complaints or reports regarding such disputes to the Board of Directors or the Executive Director for resolution in keeping with the School's policies. The District agrees to not intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of the material provisions of the charter or related laws or agreements has occurred, or unless the Board of Directors of the school has requested the District to intervene in the dispute.

~~Elements of the dispute resolution process between the school and district are as follows:~~

1. ~~**Cause for Revocation:** Per Education Code § 47607, the district may revoke the charter if the district finds that the school: 1.) committed a material violation of any of the conditions, standards or procedures set forth in the charter; 2.) failed to meet or pursue the pupil outcomes identified in the charter; 3.) failed to meet generally accepted accounting principles or engaged in fiscal mismanagement; 4.) violated any provision of law relating to the school.~~
2. ~~**Notice of Intent to Revoke Charter ("Notice"):** prior to the revocation of the charter, the district shall provide written notice to the school which details the following: 1.) those sections or laws violated by the school; 2.) all facts and documents in support of the Notice.~~
3. ~~**Opportunity to Cure:** the district shall give the school a reasonable opportunity to cure the violations. Normally the opportunity to cure shall be 30 days after service of the Notice, which may be extended my mutual agreement. The cure period may be shortened or foregone if the district determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils of the school.~~
4. ~~**Mediation:** within 30 days of service of the Notice, the parties shall schedule mediation to resolve the matter with a mutually acceptable mediator. The parties shall mediate in good faith.~~
5. ~~**Arbitration:** within 60 days of the Notice and in the event that mediation is unsuccessful the dispute shall be referred to a mutually acceptable arbitrator who shall issue a written decision. The opinion shall be advisory.~~
6. ~~**Costs of Mediation/Arbitration:** shall be equally divided between the district and the school.~~
7. ~~**Decision of the District Board:** within 30 days of the arbitrator's decision the District Board shall either affirm or overturn the opinion of the arbitrator. If the Board overturns the opinion it shall state its reasons and evidence in writing.~~
8. ~~**Other Disputes:** in the event there is a dispute between the parties and the issue does not rise to the level of charter revocation, the dispute shall be resolved by the same procedures and principles outlined in sections 3-7 above.~~

The district may inspect or observe any part of the charter school at any time but shall provide reasonable notice to the Charter school's Executive Director. Inspection, observation, monitoring, and oversight may not be assigned or subcontracted to a third party by the district without the Charter school's consent.

~~Required~~ Element O: Closure Procedures~~Charter School Closing~~

Governing Law: "~~The~~A ~~description of the~~ procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil~~public~~ records.~~."~~

- ~~California~~ Education Code Section 47605(c~~b~~)(5)(O)

Closure Action and Notifications~~The following procedures shall apply in the event the School closes. The following procedures apply regardless of the reason for closure.~~

Closure of the school shall be documented by official action of the Escuela Popular del Pueblo Board of Directors. The Charter School, through its Board of Directors, will be the~~The action shall identify the reason for closure. The official action will also identify an~~ entity ~~and person or persons~~ responsible for closure-related activities and the Executive Director shall be the primary individual responsible for closure-related activities, unless the Board selects another individual.

The Charter School~~Board of Directors~~ will promptly notify the~~parents and~~ students of the Charter School, the East Side Union High School District, the Santa Clara County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate, and the California Department of Education of the closure within ten (10) days of the official closure action, as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students'~~pupils'~~ school districts of residence; and the manner in which students~~parents and guardians~~ may obtain copies of their student~~pupil~~ records, including specific information on completed courses and credits that meet graduation requirements. The Charter School~~Board~~ shall ensure notification to the ~~parents and~~ students of the Charter School of the closure~~school~~ provides information to assist ~~parents and~~ students in locating suitable alternative programs~~. and the manner in which they can obtain a copy of their child(ren)'s student record.~~ This notice shall be provided promptly, within the (10) ~~business~~ days following the Board's decision to close the school.

Student and School Records Retention and Transfer

As applicable, the Charter School shall provide the students and the District with copies~~Upon proper notification and request by a new school~~ of all appropriate~~attendance,~~ student records and~~will be transferred. During the close out process, all pupil records shall be maintained by the "responsibility entity" designated by the Board. Escuela Popular~~ shall otherwise assist students in transferring to their next school. All transfers of student records shall be made in compliance with ~~the Family Educational Rights and Privacy Act ("~~FERPA~~"), 20 U.S.C. §1232g.~~ Including:

- **Student Records:** (e.g., final transcripts, diplomas of non-graduates~~grads~~, the template used to create the diploma, Cumulative Files)
- **Hardcopy and Excel Files:** List of students for whom student records were provided, including their names, SSID, and grade levels
- **Hardcopy and Excel File:** List of non-graduates~~grads~~ including their names, SSID

and grade levels

- **Personnel Files:** List of all employees and their personnel files inclusive of retirement accrued ~~an~~ W-2 information

Personnel records shall be maintained and transferred in accordance with applicable law by the "responsibility entity" designated by the Board. The Charter School~~Board~~ will also develop a list of students~~pupils~~ in each grade level and the classes they have completed,

grade level and the classes they have completed, together with information on the students' pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

The Charter School will ask the DistrictESUHSD to store remaining original records of the Charter School'sEscuela Popular students. All student records of the Charter School shall be transferred to the DistrictESUHSD upon Charter School closure. If the DistrictESUHSD will not or cannot store the records, the Charter SchoolEscuela Popular shall work with the County Office of Education to determine a suitable alternative location for storage.

All State assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law. Transfer of the complete and organized original student records and personnel files to the District shall occur within seven (7) calendar days of the effective date of closure.

Financial Close-Out

As soon as reasonably practical, the Charter school shall prepare final financial records. The Charter school shall also have an independent audit completed within six (6) months after closure. Expenses associated with The school shall pay for the final audit and closure procedures are accounted for in the proposed budget and shall be covered by the Charter School. .. The audit shall be prepared by a qualified Certified Public AccountantCPA selected by the Charter school and shall be provided to the DistrictESUHSD, the County Office of Education, and California Department of Education promptly upon completion. This may coincide with the regular required annual audit of the Charter School. The purpose of the audit is to determine the net assets or net liabilities of the Charter School. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter SchoolEscuela Popular.

The Charter School

Escuela Popular will complete and file any annual reports required pursuant to Education Code section 47604.33 and complete necessary academic reporting.

Distribution of Assets

On closure of the school, all assets of the Charter school, including but not limited to all leaseholds, tangible and intangible personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter Schoolschool, shall remain the sole property of Escuela Popular del Pueblo and shall be distributed to another public school operated by the Escuela Popular del Pueblo corporation, if any, or if the Escuela Popular del Pueblo corporation is dissolving as a corporation, distributed in accordance with the corporation's Articles of Incorporation upon the dissolution of the nonprofitnon-profit public benefit corporation to another California public educational entity. The Charter School shall comply with all portions of

Education Code Section 47605(c)(5)(O), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the Charter School, including plans for disposing of any net assets and for the

maintenance and transfer of pupil records." Any assets acquired from the District~~authorizer~~ or District~~authorizer~~ property will be promptly returned upon Charter School closure to the District~~authorizer~~. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the nonprofit public benefit corporation~~Escuela Popular~~ shall remain responsible for satisfaction of all liabilities arising from the operation of the Charter School. The Charter School's chartering authority shall not be liable for debts and liabilities of the Charter School, pursuant to Education Code Section 47604(d).

~~school.~~ As the Charter School~~Escuela Popular del Pueblo~~ is operated by~~organized as~~ a nonprofit public benefit corporation, should the corporation ~~under California law, if Escuela Popular will~~ dissolve ~~along~~ with the closure of the Charter School, the Board shall follow the procedures~~provisions~~ set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation~~,~~ and ~~shall~~ file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Miscellaneous Charter Provisions~~Items~~

Severability

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect unless mutually agreed otherwise between the Charter school and the District~~district~~.

Cooperation Clause

The District~~district~~ agrees to cooperate with EPCTC in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Legal Status

Escuela Popular del Pueblo is a 501(c)(3) tax-exempt nonprofit public benefit corporation.

Facilities

The facilities to be used by

~~*District Impact Statement*~~

~~*Governing Law: "Potential civil liability effects, if any, upon* the *charter* school*. The description of and upon* the *facilities to* be used by the charter school shall specify where the charter school intends to locate. - *District.*"~~

-Education Code Section 47605(h)~~g).~~

~~*Enrollment*~~

~~EPCTC currently enrolls over 750 students in grades 9-12.~~

~~*Facilities*~~

EPCTC is co-located with EPAFLC at 149 N. White Road in San Jose, CA~~, the former Pala Middle School,~~ which is within the East Side Union High School District boundaries. Escuela Popular is in ~~its seventh~~ year thirteen of a forty-year lease with Alum Rock Union Elementary School District (See Appendix 33 Lease Agreement).~~.~~

The facility is safe, functional, clean, and well maintained. The facility has 26 classrooms, two science labs, one computer lab, one library, one cafeteria, and 15 office spaces. Additionally, the Charter School has two outdoor shaded areas and two umbrella shaded tables for students to eat lunch, one play structure, one soccer field, two blacktop volleyball courts, one blacktop basketball court, and plenty of parking spaces.

~~The current EPCTC academy is safe, functional, clean, and well maintained. In addition to housing the high school academies, it houses the childcare department. In July 2011, Escuela Popular re-entered into a one-year Re-Use Agreement with the City of San Jose to operate the Alum Rock Youth Center. Through this agreement, classes are held at the Youth Center for students in grades 9-12. In addition, students have access to a gymnasium that they use for P.E. and extracurricular activities. The campus is close to public transportation. To maintain a safe facility, EPCTC employs three campus supervisors who are available during the morning and evening sessions.~~

~~In the spring of 2014, Escuela Popular began to work with a project manager and architectural firm to begin the design of the improvement of the 149 N. White Rd. campus. The School designed site plans that would consolidate the EPAFLC and EPCTC academies onto one campus. The project will construct 24 new high-efficiency classrooms in three buildings. The project will also upgrade the existing track and grass field for school and community use, as well as additional parking lots. The redesigned new campus will house Escuela Popular's four academies. On October 19, 2016, the Alum Rock Union Elementary School District approved Escuela Popular's proposed site plans. The school expects to house all academies on one campus beginning in fall 2018.~~

Any school facilities leased or constructed by EPCTC shall comply with federal, state, and local building and zoning regulations as applicable to charter schools, including compliance with the Americans with Disabilities Act and ~~include~~ a certificate of occupancy as required.

Nothing in this Section shall be interpreted to be a waiver of the Charter School's right to request facilities pursuant to

~~*District Oversight*~~

~~The District is required by~~ Education Code Section 47614 (“Prop. 39”).

Insurance

~~47604.32 to provide oversight. The district shall visit~~ EPCTC ~~at least annually. As part of its annual review of EPCTC, ESUHSD~~ shall acquire and finance general liability, workers’ compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts ~~assess the school’s compliance with reporting requirements, its fiscal condition, and student learning. The School~~ will be based on recommendations provided by the Charter School’s insurer. The District Board of Education, the District, its officers, and employees shall be named as an additional insured on all policies of EPCTC. EPCTC will provide evidence of the above insurance coverage to~~pay~~ the District. The District shall be notified in writing 10 days prior to cancellation of insurance.

District Oversight

Pursuant to California law, the District is required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School’s audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge for the actual ~~for~~ costs of supervisorial~~supervisory~~ oversight of EPCTC not to exceed one percent (1%) of the~~at 1% of EPCTC's~~ revenue of EPCTC. Pursuant to Education Code Section 47613(f), “revenue of the charter school” is defined as the amount received in the current fiscal year from the

local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

EPCTC agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607~~section 47613~~.

Pursuant to Education Code Section 47604.3, EPCTC shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Administrative Services

The manner in which administrative services of the charter school are to be provided. - Education Code Section 47605(h)

The Executive Director will assume the lead role and responsibility for administering the Charter School under the policies adopted by the Board. EPCTC will outsource some of these functions to an appropriately, qualified~~a~~ third-party contractor~~administrator~~, such as EdTec who specializes in implementing~~understands~~ school business practices and has the expertise to carry out these administrative functions. EdTec works with over 300 charter schools around the state and nationally to provide business consultation and support to the Executive Director. The Executive Director overseed~~The Executive Director will oversee~~ the work of the business services

company, which handles all back-office business functions, including~~:~~ accounts payable/receivable, general accounting, payroll, and insurance and benefits administration. The company works~~will work~~ with the Charter school to ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, attendance reporting, and payroll/benefits reporting. The company ~~will~~ also assists Escuela Popular~~assist EPCTC~~ staff and board on business issues that arise during the year, ~~such as MOU negotiations,~~ financial modeling of programs, ~~strategic planning, transportation~~ and others. The company helps~~will help~~ the Executive Director and the Board create and monitor the annual budget and provides~~will provide~~ monthly financials, cash flow projections and analyses. EdTec has worked with the Board and staff to establish appropriate fiscal controls, consistent with industry practice, such as distributed responsibilities related to invoice and check signing approvals and careful cash management policies. EdTec shall provide timely submissions of requests for information from the Charter School or chartering authority,

At any time,~~In~~ the Charter School may discuss the possibility of purchasing ~~event that any~~ administrative services ~~are to be purchased~~ from the District~~ESUHSD~~ or ~~the~~ County. If the District or County is available and willing to provide such services, the specific terms and cost for these services~~ by EPCTC, the specifics~~ will be the subject~~agreed~~ to ~~in~~ a Memorandum of Understanding between the Charter School~~EPCTC~~ and the District ~~ESUHSD (~~or the County,~~),~~ or other mutually agreeable contract.

Potential Civil Liability Effects

Potential civil liability effects, if any, upon the charter school and upon the school district. - Education Code Section 47605(h)

The Charter School shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California

Revenue and Taxation Code Section 23701(d). The Charter School shall provide additional 501(c)(3) fiscal reports as required for the nonprofit public benefit corporation.

Pursuant to the Education Code Section 47604(d), an authority that grants a charter to a Charter School operated by or as a nonprofit public benefit corporation ~~c), the District~~ shall not be liable for the debts and obligations of the Charter School~~Escuela Popular, operated by a California non-profit benefit corporation~~ or for claims arising from the performance of acts, errors, or omissions by the charter school if~~as long as~~ the authority~~ESUHSD~~ has complied with all oversight responsibilities required by law. The Charter School~~Escuela Popular~~ shall work diligently to assist the district in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District~~ESUHSD~~-requested protocol to ensure the district shall not be liable for the operation of the Charter School. Further,~~Escuela Popular. Escuela Popular assumes that ESUHSD is willing to provide a parallel provision that holds Escuela Popular harmless from ESUHSD's debts and obligations as well as all matters of civil liability resulting from the operations of ESUHSD (unrelated to~~ the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District~~), and~~ for the actions~~any negligence~~ of ~~ESUHSD relating to~~ the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School

~~EPCTC~~ will purchase ~~carry levels of~~ general liability insurance, Board Members~~, property, workers' compensation, Directors~~ and Officers~~, and unemployment~~ insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of comparable size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution~~for the size and scope of the school's operation~~.

Indemnity

Escuela Popular Del Pueblo, Inc. shall defend, indemnify and hold harmless the District, its employees and agents from all claims, actions or penalties arising out of the performance of the charter, except in those instances where there is active negligence or willful misconduct by the district, its employees, or agents.

~~*Additional Insured*~~

~~Each policy of insurance relating to the school shall name the district, its officers and employees as additional insureds. The district shall be notified in writing 10 days prior to cancellation of insurance.~~

Term of Charter

The term of this Charter shall be~~commence on~~ July 1, 2026~~2018~~ – June 30, 2031~~2023~~.

Amendments

EPCTC may present a petition to materially amend the charter at any time, and ESUHSD agrees to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code 47605 or its successors.

Renewal

EPCTC may present a petition to renew the charter at any time prior to expiration. The Charter School~~school~~ should present the renewal request no later than 120 days prior to the

expiration of the charter. ESUHSD agrees to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code 47605 or its successors. Charter renewals will be for five year periods.

Revocation

EPCTC and ESUHSD agree to act in good faith with regard to the continuation of this charter. The charter granted pursuant to this Petition may be revoked by the Districtdistrict if the Districtdistrict finds that Escuela Popular did any of the following:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in this Petition.
2. Failed to meet or pursue any of the student outcomes identified in this Petition.
3. Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
4. Violated any provision of law.

If the grounds for revocation are alleged, the governing board of the Districtdistrict agrees to notify the Escuela Popular del PuebloSchool Board and to grant reasonable time and opportunity to respond and take appropriate corrective action prior to revocation of the charter unless the Districtdistrict determines, in writing, that the violation constitutes a severe and imminent threat to the health and safety of the students.

Budget Development/Fiscal Reports/Audit

The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. - Education Code Section 47605(h)

Attached as appendices, please find the following documents:

- Multi-Year Budget Projection with Cash Flow and LCFF Calculator (See Appendix 34.)

These documents are based upon the best data available to the EPCTC petitioners at this time. EPCTC shall provide reports to the District and Santa Clara County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.

2. By July 1, an LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of EPCTC's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education, and the Santa Clara County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

5. September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all receipts and expenditures for the preceding fiscal year.

EPCTC shall provide reporting to the District as required by law and as requested by the District including but not limited to the following California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports (See Appendix 35 P-2 Attendance Report), all financial reports required by Education Code Sections 47604.33 and 47605(m), the SARC, and the LCAP.

~~Budget development will begin each year immediately following the January announcement of the governor's K-12 State Budget Proposals and will be continually refined through the May Revise to the State Budget Act. Budgeted resources will always be consistent with school goals as identified by the School Board. Escuela Popular will operate its basic program on the general purpose entitlement, categorical block grant revenue and Title funding amounts, with minimal need for private fundraising. See Annual Operating Budget (Appendix 20).~~

~~EPCTC will submit financial statements to ESUHSD, CDE, the State Superintendent of Instruction, Santa Clara County of Education (SCCOE), and any other state or federal agency as required by applicable law.~~

Revenue Flow

EPCTC will work cooperatively and collaboratively with the CDE, ESUHSD (sponsoring district) and the SCCOE personnel to achieve a direct revenue flow from CDE to EPCTC. Funds transferred

directly from CDE to EPCTC will be transferred to the Charter School account in the Santa Clara County treasury by SCCOE in the most expeditious manner possible.

Purchasing and Contracting

Escuela Popular del Pueblo has adopted Financial Policies and Procedures that detail the procedures the school will follow for purchasing and contracting.

Attendance Accounting

Attendance accounting procedures will satisfy CDE, SCCOE, and ESUHSD requirements. Official registers will be completed on a monthly basis, documenting the month's attendance.

Financial Services

Policy is set by the Board of Directors, and day-to-day operations will be carried out by the Executive Director and staff. The accounting system will adhere to Generally Accepted Accounting Principles, and there will be adequate internal controls within the system. Business consultation and support to the Executive Director may be provided by an outsourced school business services company. The Executive Director will oversee the work of the business services company, which will handle the timely and appropriate reporting regarding budget, attendance, etc. Reporting will be implemented in accordance with specific agreements between the school and the sponsoring district and in compliance with applicable law.

Instructional Start Date for General Purpose Revenue

Escuela Popular acknowledges that it must commence operations by September 30 to be eligible for that fiscal year's ADA-based state general purpose revenue.

Communications Clause

All correspondence from the charter-granting agency should be mailed via the U.S. Postal Service to:

Patricia Reguerin
Executive Director
Escuela Popular
149 N. White Road
San Jose, CA 95127

District Impact Statement

Potential civil liability effects, if any, upon the school and upon the District. **- Education Code Section 47605(g)**

Conclusion

Escuela Popular/Center for Training and Carers, Family Learning Center's charter renewal petition merits renewal under the applicable legal standards under the Charter Schools Act, and as a DASS school under the standards articulated in Education Code Section 47607(c)(7), the chartering authority should approve the renewal charter for a period of five years.

By approving this charter renewal petition, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve student learning, create new professional opportunities for teachers, and provide students with expanded choices in education and following the directive of law to encourage the creation of Charter Schools. By approving this charter renewal petition, the District will be considering EPCTC's schoolwide and student subgroup performance on the state and local indicators on the California School Dashboard including academic achievement in ELA, academic achievement in math, and EL progress. In regard to the community impact, EPCTC is a well-established Charter School that has been serving students in East San Jose since 2004 so it will not substantially undermine existing District services, academics, or program offerings. The Petitioner looks forward to EPCTC's continued autonomous operation, pursuant to rigorous standards of accountability, while also working cooperatively with the District as a partner in ensuring that historically disadvantaged adult students living in this region have the opportunity to obtain an education at a school that best meets their needs. To this end, EPCTC pledges to work cooperatively with the District to address any concerns regarding this document, or any aspect of the Charter School's program, in furtherance of its petition to renewal of Escuela Popular's charter and to present the strongest possible proposal requesting a five (5) year term from July 1, 2026 through June 30, 2031.

Budget Narrative

The attached budget and cash flow projection are based on historical spending patterns and current fiscal realities to implement Escuela Popular Community Training Center (EPCTC) program as described in the charter petition. Assumptions that are being used to create the analysis are based on financial data from its currently operating school in East San Jose.

I. Revenues

A. Enrollment and ADA

	2026-27	2027-28	2028-29
9th	464	464	489
10th	31	31	31
11th	4	4	4
12th	26	26	26
Enrollment	**525**	**525**	**550**
ADA	**441**	**441**	**462**
Percentage	84%	84%	84%

B. Government Funding

The Local Control Funding Formula (LCFF) was signed by the Governor on June 27, 2013. This budget is using the Fiscal Crisis and Management Assistance Team (FCMAT) calculator version 26.2 dated August 1, 2025. COLA is calculated by the Department of Finance as referenced in the FCMAT file. The LCFF rates used are as follows:

	2026-27	2027-28	2028-29
COLA	3.02%	3.42%	3.31%
LCFF Rate	$18,110	$18,730	$19,352

This budget reflects an Unduplicated Pupil Percentage (UPP) of approximately 99% for students qualifying for Free and Reduced Lunch (FRL) and English Learners (ELL) at EPCTC, consistent with historical patterns. The school's UPP has remained consistently high over the past several years, resulting in a slightly increasing three-year average.
This budget assumes EPCTC is eligible for the concentration grant portion of LCFF capped at the East Side Union High School District (ESUHD) average of 82.70%.

EPA and In lieu portions of LCFF are based on historical patterns. The school also qualifies for the Equity Multiplier, which is conservatively estimated at approximately $1.29 million annually beginning in FY26.

CTC receives limited federal funding. The comprehensive Support and Improvement (CSI) grant sunsets after FY27 resulting in a conservative estimate of $50K in FY27 and $0 thereafter, with negative adjustments shown in later years to reflect the transfers of SPED funding to EPAFLC in alignment with EDCOE SELPA policy.

The school has budgeted for state lottery revenue (see Rates tab). The expected rate is $272/ADA per the CDE's estimate. The Mandate Block Grant is also included at $59.97/PY ADA beginning in FY27 increasing

moderately each year. Prop 28 Arts & Music is included as well and is based on prior year enrollment and FRL.

The school is in their third year of a five-year CA Community Schools Partnership grant which expires in FY28 ($250K in FY27 and $187K in FY28). The school also has a three-year Literacy Coaches grant of $150K per year. The student Support & PD Block Grant of $176K is also available in FY27 with spending set to expire in FY29

Local revenues and Fundraising are included based on historical receipts.

II. EXPENSES

Expenses have been conservatively estimated by the petitioners based on historical activity. Below is a summary of the major expense categories and their underlying assumptions.

A. Staffing and Benefits

The staffing plan can be accessed on the payroll tab in the Excel workbook. The plan is based on current staffing levels, which in FY26 reflect temporary staffing adjustments related to credentialing and compliance needs. Beginning in FY27, which aligns with the petition years, compensation levels decrease and stabilize, reflecting staffing adjustments made to align with credentialing requirements and forecasted ADA and enrollment. Staffing levels are assumed to remain largely stable throughout the petition term, as enrollment is not projected to remain relatively consistent

Salaries are projected to grow by 2% annually. STRS contributions are included for certificated staff. Classified staff participate in a qualified retirement plan; therefore, only Medicare under FICA is included for those positions. The school's contribution to health and welfare benefits is projected to grow at 2.5% per year in the first 3years and then 4% in subsequent years.

B. Books and Supplies

EPCTC plans to spend approximately $320K–$350K annually on curriculum, instructional materials, supplies, and equipment during the petition term. These projections are based on the detailed Books and Supplies budget in the multi-year financial projection, which reflects ongoing instructional needs and modest annual increases consistent with historical spending patterns. Larger curriculum and equipment investments were previously supported with one-time funding, reducing the need for elevated recurring expenditures in the petition years.

The school also projects annual spending of approximately $45K–$50K on student food services, reflecting the combined costs of student food services and related food expenditures. These amounts are aligned with historical trends and current program operations and remain stable throughout the petition term.

C. Services and Operating

Travel and conferences are budgeted at $23k per year, increasing overtime at a 2% COLA adjustment rate. The liability insurance premium is $187K per year, consistent with historical patterns.

Occupancy (rent, utilities, and janitorial) is budgeted at ~$1.47MM per year based on historical trends and its bond repayment schedule.

Oversight Fee at 1% of LCFF has been included.

The school also budgeted for field trips, student activities, fingerprinting, legal, marketing and student recruiting, interest, professional development, payroll, HR and audit fees, consultants, technology, health services, and student assessment systems. All of these assumptions are in line with existing operating expenditures with a 2% increase each year.

EPCTC expects to spend roughly ~$100K on its communication expenses, including telephone, cell phones, internet, and postage. See budget detail for additional information on budget line items.

D. Cash Flow

Cash flow is projected to be positive throughout the term of the renewal. The school has a strong accumulated cash balance.

E. Contingencies and Reserves

The school plans to exceed the CDE recommended budget reserve of 3% of total annual expenses.

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
SUMMARY							
Revenue							
LCFF Entitlement	7,753,757	7,986,457	8,259,905	8,940,494	9,229,802	9,229,936	
Federal Revenue	456,515	50,000	-	-	-	-	
Other State Revenues	2,191,959	1,974,444	1,749,919	1,569,290	1,574,867	1,574,867	
Local Revenues	92,397	92,397	92,397	92,397	92,397	92,397	
Fundraising and Grants	30,500	30,500	30,500	30,500	30,500	30,500	
Total Revenue	**10,525,128**	**10,133,798**	**10,132,721**	**10,632,681**	**10,927,566**	**10,927,700**	
Expenses							
Compensation and Benefits	7,517,962	6,450,887	6,586,870	6,723,509	6,879,659	7,039,819	
Books and Supplies	306,069	322,541	328,992	335,572	342,284	349,129	
Services and Other Operating Expenditures	3,299,357	3,196,194	3,204,328	3,281,020	3,326,998	3,388,378	
Depreciation	41,354	41,294	41,294	41,294	38,839	38,348	
Other Outflows & Amortization	-	-	-	-	-	-	
Total Expenses	**11,164,742**	**10,010,917**	**10,161,484**	**10,381,395**	**10,587,779**	**10,815,675**	
Net Income	**(639,614)**	**122,881**	**(28,763)**	**251,286**	**339,787**	**112,025**	
Fund Balance							
Beginning Balance (Unaudited)	16,516,452	15,876,838	15,999,718	15,970,955	16,222,241	16,562,028	
Audit Adjustment							
Beginning Balance (Audited)	16,516,452	15,876,838	15,999,718	15,970,955	16,222,241	16,562,028	
Net Income	(639,614)	122,881	(28,763)	251,286	339,787	112,025	
Ending Fund Balance	**15,876,838**	**15,999,718**	**15,970,955**	**16,222,241**	**16,562,028**	**16,674,053**	
Total Revenue Per ADA	23,867	22,979	22,977	23,014	23,653	23,653	
Total Expenses Per ADA	25,317	22,700	23,042	22,471	22,917	23,411	
Net Income Per ADA	(1,450)	279	(65)	544	735	242	
Fund Balance as a % of Expenses	142%	160%	157%	156%	156%	154%	

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

Key Assumptions	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
Enrollment Breakdown							
9	464	464	464	489	489	489	
10	31	31	31	31	31	31	
11	4	4	4	4	4	4	
12	26	26	26	26	26	26	
Total Enrolled	**525**	**525**	**525**	**550**	**550**	**550**	
ADA %							
9-12	84.0%	84.0%	84.0%	84.0%	84.0%	84.0%	
Average ADA %	**84.0%**	**84.0%**	**84.0%**	**84.0%**	**84.0%**	**84.0%**	
ADA							
9-12	441	441	441	462	462	462	
Total ADA	**441**	**441**	**441**	**462**	**462**	**462**	

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
REVENUE								
LCFF Entitlement								
8011	Charter Schools General Purpose Entitlement - State Aid	4,199,785	4,393,586	4,621,651	5,081,402	5,322,587	5,322,721	
8012	Education Protection Account Entitlement	1,288,061	1,326,960	1,372,343	1,485,280	1,533,404	1,533,404	
8096	Charter Schools in Lieu of Property Taxes	2,265,911	2,265,911	2,265,911	2,373,811	2,373,811	2,373,811	
	SUBTOTAL - LCFF Entitlement	**7,753,757**	**7,986,457**	**8,259,905**	**8,940,494**	**9,229,802**	**9,229,936**	
Federal Revenue								
8181	Special Education - Entitlement	95,410	60,900	76,125	76,125	79,750	79,750	
8296	Other Federal Revenue	338,164	(10,900)	(76,125)	(76,125)	(79,750)	(79,750)	CSI, offset by transfer of SPED funding ($60K)
8297	PY Federal - Not Accrued	22,941	-	-	-	-	-	
	SUBTOTAL - Federal Revenue	**456,515**	**50,000**	**-**	**-**	**-**	**-**	
Other State Revenue								
8381	Special Education - Entitlement (State	517,423	517,423	404,631	423,899	423,899	423,899	Confirmed against EDCOE 3/20 (including growth)
8382	Special Education Reimbursement (State	(517,423)	(517,423)	(404,631)	(423,899)	(423,899)	(423,899)	Transfer to AFL
8550	Mandated Cost Reimbursements	32,826	26,446	27,350	28,256	30,560	30,560	
8560	State Lottery Revenue	125,285	125,285	125,285	131,251	131,251	131,251	
8590	All Other State Revenue	1,891,849	1,768,292	1,529,236	1,341,736	1,341,736	1,341,736	Equity Multiplier, Community Schools Partnership and SPED Mental Health
8591	Prop 28 Arts & Music in Schools	141,998	54,421	68,048	68,048	71,320	71,320	
	SUBTOTAL - Other State Revenue	**2,191,959**	**1,974,444**	**1,749,919**	**1,569,290**	**1,574,867**	**1,574,867**	
Local Revenue								
8632	Sale of Publications	40,000	40,000	40,000	40,000	40,000	40,000	
8636	Uniforms	1,600	1,600	1,600	1,600	1,600	1,600	
8660	Interest	13,000	13,000	13,000	13,000	13,000	13,000	
8672	Pre School Revenue	6,000	6,000	6,000	6,000	6,000	6,000	
8693	Field Trips	797	797	797	797	797	797	
8699	All Other Local Revenue	25,000	25,000	25,000	25,000	25,000	25,000	
8702	Student Activities Fund	6,000	6,000	6,000	6,000	6,000	6,000	
	SUBTOTAL - Local Revenue	**92,397**	**92,397**	**92,397**	**92,397**	**92,397**	**92,397**	
Fundraising and Grants								
8802	Donations - Private	10,000	10,000	10,000	10,000	10,000	10,000	
8803	Fundraising	20,000	20,000	20,000	20,000	20,000	20,000	
8850	Donations - temporarily restricted	500	500	500	500	500	500	
	SUBTOTAL - Fundraising and Grants	**30,500**	**30,500**	**30,500**	**30,500**	**30,500**	**30,500**	
TOTAL REVENUE		**10,525,128**	**10,133,798**	**10,132,721**	**10,632,681**	**10,927,566**	**10,927,700**	

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
EXPENSES								
Compensation & Benefits								
Certificated Salaries								
1100	Teachers Salaries	1,631,396	1,571,880	1,639,317	1,672,104	1,705,546	1,739,657	
1148	Teacher - Special Ed	34,546	-	-	-	-	-	
1300	Certificated Supervisor & Administrator Salaries	475,028	413,511	421,781	430,217	438,821	447,598	
1920	Other Cert - Summer	16,604	16,936	17,275	17,620	17,972	18,332	
	SUBTOTAL - Certificated Salaries	**2,157,573**	**2,002,327**	**2,078,373**	**2,119,941**	**2,162,339**	**2,205,586**	
Classified Salaries								
2100	Classified - Paraprofessionals, Teacher Assts. Teacher Aides	577,639	143,349	146,216	149,140	152,123	155,166	
2300	Classified Supervisor & Administrator Salaries	705,116	701,475	715,504	729,814	744,411	759,299	
2400	Classified Clerical & Office Salaries	53,157	74,154	75,637	77,150	78,693	80,267	
2401	Classified - Clerical & Office Hourly	787,731	776,499	755,069	770,171	785,574	801,286	
2904	Other Classified - Security/yard duty	171,491	174,920	178,419	181,987	185,627	189,339	
2925	Other Classified - Childcare	651,986	562,475	573,724	585,199	596,903	608,841	
2930	Other Classified - Maintenance/grounds	120,383	122,790	125,246	127,751	130,306	132,912	
2940	Other Classified - Summer	40,812	41,628	42,461	43,310	44,176	45,060	
	SUBTOTAL - Classified Salaries	**3,108,315**	**2,597,291**	**2,612,277**	**2,664,522**	**2,717,813**	**2,772,169**	
Employee Benefits								
3100	STRS	515,198	406,589	421,597	430,029	438,630	447,402	
3300	OASDI-Medicare-Alternative	78,009	69,323	70,696	72,110	73,552	75,023	
3400	Health & Welfare Benefits	1,305,194	1,056,060	1,082,461	1,109,523	1,153,903	1,200,060	
3500	Unemployment Insurance	41,564	25,854	25,860	25,867	25,873	25,880	
3600	Workers Comp Insurance	57,925	50,596	51,597	52,629	53,682	54,755	
3900	Other Employee Benefits	254,184	242,848	244,009	248,889	253,867	258,944	
	SUBTOTAL - Employee Benefits	**2,252,074**	**1,851,270**	**1,896,220**	**1,939,046**	**1,999,506**	**2,062,064**	
Books & Supplies								
4205	Side by Side Books	40,000	40,800	41,616	42,448	43,297	44,163	Offset by sale of publications line item
4315	Custodial Supplies	5,412	5,520	5,631	5,743	5,858	5,975	Based on current year trend
4325	Instructional Materials & Supplies	60,000	61,200	62,424	63,672	64,946	66,245	
4326	Art & Music Supplies	77,406	78,954	80,533	82,144	83,786	85,462	Prop 28 Arts Music placeholder
4330	Office Supplies	21,224	32,000	32,640	33,293	33,959	34,638	Based on current forecast with 2% COLA increase each year
4410	Classroom Furniture, Equipment & Supplies	20,000	20,400	20,808	21,224	21,649	22,082	Camera bundles, shade structure furniture
4420	Computers: individual items less than $5k	25,500	26,010	26,530	27,061	27,602	28,154	
4430	Non Classroom Related Furniture, Equipment & Supplies	11,102	11,324	11,551	11,782	12,017	12,258	
4710	Student Food Services	23,460	23,929	24,408	24,896	25,394	25,902	
4720	Other Food	21,965	22,404	22,852	23,309	23,775	24,251	
	SUBTOTAL - Books and Supplies	**306,069**	**322,541**	**328,992**	**335,572**	**342,284**	**349,129**	
Services & Other Operating Expenses								
5210	Conference Fees	10,000	10,200	10,404	10,612	10,824	11,041	
5215	Travel - Mileage, Parking, Tolls	2,650	2,703	2,757	2,812	2,868	2,926	
5220	Travel and Lodging	10,000	10,200	10,404	10,612	10,824	11,041	
5305	Dues & Membership - Professional	28,000	28,560	29,131	29,714	30,308	30,914	
5450	Insurance - Other	187,985	191,744	195,579	199,491	203,481	207,550	Based on current rates with 2% increase each year
5510	Utilities - Gas and Electric	134,640	137,333	140,079	142,881	145,739	148,653	Based on PY spending with 2% COLA each year

Escuela Popular-CTC
Multi-year Projection
As of Oct FY2026

		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Assumptions
5515	Janitorial, Gardening Services & Supplies	104,040	106,121	108,243	110,408	112,616	114,869	Based on PY spending with 2% COLA each year
5520	Security	15,300	15,606	15,918	16,236	16,561	16,892	
5525	Utilities - Waste	32,867	33,525	34,195	34,879	35,577	36,288	
5530	Utilities - Water	25,500	26,010	26,530	27,061	27,602	28,154	
5535	Utilities - All Utilities	115,000	117,300	119,646	122,039	124,480	126,969	Based on PY spending with 2% COLA each year
5605	Equipment Leases	16,561	16,892	17,230	17,575	17,926	18,285	
5611	Defered Rent & Ground Lease (i.e. building, land)	996,076	998,564	1,001,103	1,003,692	1,006,333	1,026,460	
5615	Repairs and Maintenance - Building	29,000	29,580	30,172	30,775	31,391	32,018	
5616	Repairs and Maintenance - Computers	5,412	5,520	5,631	5,743	5,858	5,975	
5617	Repairs and Maintenance - Other Equipment	2,748	2,803	2,859	2,916	2,974	3,034	
5803	Accounting Fees	36,414	37,142	37,885	38,643	39,416	40,204	
5809	Banking Fees	529	540	550	561	573	584	
5812	Business Services	165,750	165,750	165,750	165,750	165,750	165,750	Based on existing service contracts
5820	Consultants - CTC	160,000	163,200	166,464	169,793	173,189	176,653	
5824	District Oversight Fees	77,538	79,865	82,599	89,405	92,298	92,299	
5827	Consultants - Leadership Development	35,000	35,700	36,414	37,142	37,885	38,643	Based on PY Spending
5828	Consultants - Administrative	170,600	201,300	196,146	200,069	204,070	208,152	Based on existing agreements
5830	Field Trips Expenses	42,148	42,991	43,851	44,728	45,623	46,535	
5833	Fines and Penalties	580	592	603	615	628	640	
5836	Fingerprinting	3,641	3,714	3,789	3,864	3,942	4,020	
5839	Fundraising Expenses	20,400	20,808	21,224	21,649	22,082	22,523	CTE grant writing
5845	Legal Fees	180,000	100,000	90,000	120,000	122,400	124,848	Legal Fees expected to be reduce in subsequennt years
5848	Licenses and Other Fees	14,640	14,933	15,231	15,536	15,847	16,164	
5851	Marketing and Student Recruiting	42,354	43,202	44,066	44,947	45,846	46,763	
5854	Consultants - Teacher induction	16,026	16,347	16,674	17,007	17,347	17,694	Based on PY spending with 2% COLA each year
5855	Consultants - E-Rate	32,473	33,122	33,785	34,461	35,150	35,853	
5857	Payroll Fees	9,009	9,189	9,373	9,561	9,752	9,947	
5860	Printing and Reproduction	10,404	10,612	10,824	11,041	11,262	11,487	
5861	Prior Yr Exp (not accrued	113,106	-	-	-	-	-	
5863	Professional Development	50,000	51,000	47,020	47,960	48,920	49,898	Addt. PD for SEL workshops; credentialling support
5866	Lidia Reguerin Fellowship	16,026	16,347	16,674	17,007	17,347	17,694	Reguerin Fellowship
5875	Staff Recruiting	15,606	15,918	16,236	16,561	16,892	17,230	
5877	Student Activities	88,740	90,515	82,325	83,972	85,651	87,364	
5878	Student Assessment	51,816	52,852	53,909	54,988	56,087	57,209	
5881	Student Information System	62,424	63,672	64,946	66,245	67,570	68,921	
5884	Substitutes	32,473	33,122	33,785	34,461	35,150	35,853	
5887	Technology Services	32,252	32,897	33,555	34,227	34,911	35,609	
5893	Transportation - Student	26,851	27,388	27,935	28,494	29,064	29,645	
5905	Communications - Cell Phones	50,400	51,408	52,436	53,485	54,555	55,646	Based on current plans with COLA increase of 2% each year
5910	Communications - Internet / Website Fees	5,000	27,602	28,154	28,717	29,291	29,877	
5915	Postage and Delivery	5,610	5,722	5,837	5,954	6,073	6,194	
5920	Communications - Telephone & Fax	15,766	16,082	16,403	16,731	17,066	17,407	Based on current plans with COLA increase of 2% each year
	SUBTOTAL - Services & Other Operating Exp.	**3,299,357**	**3,196,194**	**3,204,328**	**3,281,020**	**3,326,998**	**3,388,378**	
Depreciation Expense								
6900	Depreciation	41,354	41,294	41,294	41,294	38,839	38,348	Based on existing fixed Asset schedules
	SUBTOTAL - Depreciation Expense	**41,354**	**41,294**	**41,294**	**41,294**	**38,839**	**38,348**	
Other Outflows & Amortization								
	SUBTOTAL - Other Outflows & Amortization	**-**	**-**	**-**	**-**	**-**	**-**	
TOTAL EXPENSES		**11,164,742**	**10,010,917**	**10,161,484**	**10,381,395**	**10,587,779**	**10,815,675**	

Escuela Popular-CTC
Monthly Cash Forecast
As of Oct FY2026

	2025-26 Actuals & Forecast													
	Jul Actuals	**Aug** Actuals	**Sep** Actuals	**Oct** Actuals	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**8,575,832**	**8,315,245**	**8,056,329**	**8,429,730**	**8,894,117**	**7,925,617**	**8,511,294**	**8,495,155**	**8,299,151**	**8,158,395**	**7,857,167**	**7,569,918**		
REVENUE														
LCFF Entitlement	266,577	266,577	901,088	1,233,199	711,643	1,132,891	711,642	485,290	572,147	351,043	351,043	673,059	7,753,757	97,556
Federal Revenue	-	-	-	34,396	(24,837)	162,323	1,912	1,912	1,912	49,617	1,912	179,665	456,515	47,705
Other State Revenue	35,122	36,084	334,951	197,368	169,940	204,716	171,890	212,089	174,217	174,217	214,416	174,217	2,191,959	92,734
Other Local Revenue	1,503	6,449	5,231	4,362	7,214	9,662	9,662	9,662	9,662	9,662	9,662	9,662	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**303,202**	**313,771**	**1,242,106**	**1,469,556**	**869,780**	**1,509,593**	**904,167**	**709,754**	**760,906**	**587,499**	**579,368**	**1,036,931**	**10,525,128**	**238,495**
EXPENSES														
Certificated Salaries	78,398	215,037	228,235	181,827	146,933	191,696	185,908	185,908	185,908	185,908	185,908	185,908	2,157,573	-
Classified Salaries	201,793	205,917	239,643	328,831	175,493	290,044	289,443	289,443	281,705	281,705	262,148	262,148	3,108,315	-
Employee Benefits	138,353	273,623	179,630	298,027	144,368	191,296	206,658	192,110	191,101	183,592	181,041	72,275	2,252,074	-
Books & Supplies	14,440	40,933	26,344	8,613	33,298	18,648	14,398	14,398	14,398	14,398	14,398	14,398	306,069	77,406
Services & Other Operating Expenses	227,575	212,160	321,635	185,709	438,423	279,443	271,110	271,110	275,762	270,334	270,334	270,334	3,299,357	5,428
Capital Outlay & Depreciation	-	-	-	-	17,231	3,446	3,446	3,446	3,446	3,446	3,446	3,446	41,354	-
Other Outflows	-	-	-	3,601	(3,601)	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**660,559**	**947,671**	**995,486**	**1,006,608**	**952,145**	**974,573**	**970,963**	**956,416**	**952,320**	**939,384**	**917,275**	**808,509**	**11,164,742**	**82,833**
Operating Cash Inflow (Outflow)	**(357,357)**	**(633,900)**	**246,619**	**462,948**	**(82,365)**	**535,020**	**(66,796)**	**(246,661)**	**(191,414)**	**(351,885)**	**(337,907)**	**228,423**	**(639,614)**	**155,662**
Accounts Receivable	193,060	362,808	-	91,043	327,635	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	36,478	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	-	-	-	-	17,231	3,446	3,446	3,446	3,446	3,446	3,446	3,446		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(38,162)	(16,036)	99,233	(112,319)	29,110	-	-	-	-	-	-	-		
Other Current Liabilities	1,519	11,959	7,798	3,334	(1,260,111)	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	(96,126)	16,253	19,750	19,382	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**8,315,245**	**8,056,329**	**8,429,730**	**8,894,117**	**7,925,617**	**8,511,294**	**8,495,155**	**8,299,151**	**8,158,395**	**7,857,167**	**7,569,918**	**7,848,998**		

Escuela Popular-CTC
Monthly Cash Forecast
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	2026-27 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**7,848,998**	**4,580,303**	**4,410,589**	**4,724,083**	**4,664,658**	**4,594,305**	**4,883,353**	**4,840,665**	**4,830,086**	**5,272,707**	**5,247,592**	**5,222,723**		
REVENUE														
LCFF Entitlement	219,679	355,634	989,347	576,696	576,696	898,711	576,696	576,696	1,063,840	554,036	554,036	885,777	7,986,457	158,614
Federal Revenue	-	-	-	-	-	(5,171)	-	-	-	30,450	-	(5,729)	50,000	30,450
Other State Revenue	108,774	134,645	134,645	155,342	155,342	181,788	155,342	186,663	155,342	155,342	186,663	155,342	1,974,444	109,211
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**328,453**	**494,940**	**1,134,068**	**741,508**	**747,098**	**1,084,568**	**750,339**	**773,399**	**1,231,390**	**752,028**	**752,274**	**1,044,958**	**10,133,798**	**298,774**
EXPENSES														
Certificated Salaries	72,034	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	175,481	2,002,327	-
Classified Salaries	176,593	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	220,063	2,597,291	-
Employee Benefits	225,696	156,133	163,890	156,133	154,841	154,841	165,182	156,133	156,133	150,097	150,097	62,092	1,851,270	-
Books & Supplies	4,335	6,273	34,824	26,132	43,944	22,013	17,678	17,678	17,678	17,678	17,678	17,678	322,541	78,954
Services & Other Operating Expenses	263,944	268,736	273,528	270,333	270,333	270,333	261,833	261,833	266,625	261,035	261,035	261,035	3,196,194	5,591
Capital Outlay & Depreciation	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	41,294	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**746,044**	**830,128**	**871,227**	**851,585**	**868,104**	**846,173**	**843,679**	**834,630**	**839,422**	**827,796**	**827,796**	**739,791**	**10,010,917**	**84,544**
Operating Cash Inflow (Outflow)	**(417,590)**	**(335,188)**	**262,841**	**(110,077)**	**(121,006)**	**238,396**	**(93,340)**	**(61,231)**	**391,968**	**(75,768)**	**(75,521)**	**305,168**	**122,881**	**214,230**
Accounts Receivable	118,246	120,249	-	-	-	-	-	-	-	-	-	-		
Investments	302,253	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	7,881,916	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441		
Other Assets	30,000	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	35,097	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(30,194)	41,784	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	(11,191,864)	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**4,580,303**	**4,410,589**	**4,724,083**	**4,664,658**	**4,594,305**	**4,883,353**	**4,840,665**	**4,830,086**	**5,272,707**	**5,247,592**	**5,222,723**	**5,578,543**		

Escuela Popular-CTC
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	2027-28 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**5,578,543**	**5,236,149**	**5,125,857**	**5,447,110**	**5,386,006**	**5,313,616**	**5,569,338**	**5,524,474**	**5,511,721**	**5,944,032**	**5,901,919**	**5,852,439**		
REVENUE														
LCFF Entitlement	231,083	367,037	1,019,598	597,221	597,221	928,962	597,221	597,221	1,098,953	574,562	574,562	917,648	8,259,905	158,614
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	38,063	-	(52,667)	-	62,133
Other State Revenue	99,388	125,259	125,259	145,956	145,956	173,306	145,956	177,277	123,397	123,397	154,719	123,397	1,749,919	86,652
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**330,470**	**496,957**	**1,154,932**	**752,647**	**758,237**	**1,063,979**	**761,478**	**784,539**	**1,234,558**	**748,221**	**740,855**	**997,948**	**10,132,721**	**307,898**
EXPENSES														
Certificated Salaries	73,474	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	182,264	2,078,373	-
Classified Salaries	177,045	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	221,385	2,612,277	-
Employee Benefits	230,708	159,990	167,748	159,990	158,697	158,697	169,041	159,990	159,990	153,859	153,859	63,654	1,896,220	-
Books & Supplies	4,422	6,399	35,520	26,655	44,823	22,453	18,031	18,031	18,031	18,031	18,031	18,031	328,992	80,533
Services & Other Operating Expenses	264,062	269,018	273,974	270,670	270,670	270,670	262,834	262,834	267,790	262,008	262,008	262,008	3,204,328	5,782
Capital Outlay & Depreciation	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	41,294	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**753,153**	**842,496**	**884,331**	**864,404**	**881,279**	**858,909**	**856,995**	**847,944**	**852,900**	**840,988**	**840,988**	**750,783**	**10,161,484**	**86,315**
Operating Cash Inflow (Outflow)	**(422,682)**	**(345,539)**	**270,601**	**(111,757)**	**(123,042)**	**205,070**	**(95,517)**	**(63,405)**	**381,659**	**(92,766)**	**(100,132)**	**247,165**	**(28,763)**	**221,584**
Accounts Receivable	108,589	190,185	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(31,743)	41,621	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**5,236,149**	**5,125,857**	**5,447,110**	**5,386,006**	**5,313,616**	**5,569,338**	**5,524,474**	**5,511,721**	**5,944,032**	**5,901,919**	**5,852,439**	**6,150,256**		

Escuela Popular-CTC
Monthly Cash Forecast
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	2028-29 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**6,150,256**	**5,769,053**	**5,629,002**	**5,940,191**	**5,853,617**	**5,755,394**	**5,997,982**	**5,927,974**	**5,936,275**	**6,513,622**	**6,537,123**	**6,553,257**		
REVENUE														
LCFF Entitlement	242,521	378,476	1,051,534	617,812	617,812	960,897	617,812	664,006	1,263,716	659,330	659,330	1,030,650	8,940,494	176,597
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	38,063	-	(52,667)	-	62,133
Other State Revenue	82,157	102,389	102,389	118,574	118,574	146,829	118,574	149,895	122,427	122,427	153,749	122,427	1,569,290	108,879
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**324,679**	**485,526**	**1,163,998**	**745,855**	**751,445**	**1,069,438**	**754,686**	**823,941**	**1,398,352**	**832,019**	**824,653**	**1,109,980**	**10,632,681**	**348,109**
EXPENSES														
Certificated Salaries	74,944	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	185,909	2,119,941	-
Classified Salaries	180,586	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	225,812	2,664,522	-
Employee Benefits	236,199	163,615	171,375	163,615	162,321	162,321	172,668	163,615	163,615	157,388	157,388	64,927	1,939,046	-
Books & Supplies	4,510	6,527	36,231	27,188	45,719	22,902	18,392	18,392	18,392	18,392	18,392	18,392	335,572	82,144
Services & Other Operating Expenses	269,965	275,329	280,693	277,117	277,117	277,117	269,124	269,124	274,488	268,230	268,230	268,230	3,281,020	6,258
Capital Outlay & Depreciation	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	41,294	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**769,644**	**860,633**	**903,461**	**883,082**	**900,320**	**877,503**	**875,346**	**866,293**	**871,657**	**859,171**	**859,171**	**766,711**	**10,381,395**	**88,402**
Operating Cash Inflow (Outflow)	**(444,966)**	**(375,107)**	**260,537**	**(137,227)**	**(148,875)**	**191,935**	**(120,660)**	**(42,351)**	**526,695**	**(27,152)**	**(34,518)**	**343,269**	**251,286**	**259,707**
Accounts Receivable	93,643	190,185	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441	3,441		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(33,322)	41,429	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**5,769,053**	**5,629,002**	**5,940,191**	**5,853,617**	**5,755,394**	**5,997,982**	**5,927,974**	**5,936,275**	**6,513,622**	**6,537,123**	**6,553,257**	**6,947,179**		

Escuela Popular-CTC
Monthly Cash Forecast
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	2029-30 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**6,947,179**	**6,590,222**	**6,484,674**	**6,862,701**	**6,811,484**	**6,748,248**	**7,056,817**	**7,022,501**	**7,021,792**	**7,534,741**	**7,526,764**	**7,511,100**		
REVENUE														
LCFF Entitlement	266,129	408,558	1,135,210	668,938	668,938	1,040,258	668,938	668,938	1,218,779	645,200	645,200	1,028,551	9,229,802	166,167
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	39,875	-	(52,667)	-	60,320
Other State Revenue	82,430	103,625	103,625	120,581	120,581	151,141	120,581	153,393	120,581	120,581	153,393	120,581	1,574,867	103,776
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**348,559**	**516,844**	**1,248,910**	**798,988**	**804,578**	**1,153,110**	**807,819**	**832,371**	**1,351,567**	**817,854**	**810,167**	**1,106,033**	**10,927,566**	**330,763**
EXPENSES														
Certificated Salaries	76,443	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	189,627	2,162,339	-
Classified Salaries	184,198	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	230,329	2,717,813	-
Employee Benefits	244,595	168,711	176,473	168,711	167,417	167,417	177,766	168,711	168,711	162,384	162,384	66,226	1,999,506	-
Books & Supplies	4,600	6,657	36,955	27,732	46,634	23,360	18,760	18,760	18,760	18,760	18,760	18,760	342,284	83,786
Services & Other Operating Expenses	273,635	279,173	284,711	281,019	281,019	281,019	272,866	272,866	278,403	271,943	271,943	271,943	3,326,998	6,461
Capital Outlay & Depreciation	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	38,839	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**786,708**	**877,733**	**921,331**	**900,654**	**918,262**	**894,988**	**892,584**	**883,528**	**889,066**	**876,279**	**876,279**	**780,120**	**10,587,779**	**90,247**
Operating Cash Inflow (Outflow)	**(438,149)**	**(360,889)**	**327,580**	**(101,665)**	**(113,684)**	**258,122**	**(84,765)**	**(51,157)**	**462,501**	**(58,425)**	**(66,112)**	**325,913**	**339,787**	**240,516**
Accounts Receivable	112,887	211,151	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237	3,237		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(34,932)	40,953	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**6,590,222**	**6,484,674**	**6,862,701**	**6,811,484**	**6,748,248**	**7,056,817**	**7,022,501**	**7,021,792**	**7,534,741**	**7,526,764**	**7,511,100**	**7,887,461**		

Escuela Popular-CTC
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	2030-31 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**7,887,461**	**7,507,856**	**7,371,189**	**7,741,651**	**7,671,023**	**7,588,000**	**7,889,278**	**7,835,891**	**7,816,115**	**8,285,935**	**8,258,991**	**8,224,361**		
REVENUE														
LCFF Entitlement	266,136	408,565	1,147,253	668,950	668,950	1,052,301	668,950	668,950	1,194,729	645,212	645,212	1,028,563	9,229,936	166,167
Federal Revenue	-	-	-	-	-	(47,528)	-	-	-	39,875	-	(52,667)	-	60,320
Other State Revenue	82,430	103,625	103,625	120,581	120,581	151,141	120,581	153,393	120,581	120,581	153,393	120,581	1,574,867	103,776
Other Local Revenue	-	-	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	9,240	92,397	-
Fundraising & Grants	-	4,661	836	230	5,820	-	9,061	801	2,968	2,959	2,334	329	30,500	500
TOTAL REVENUE	**348,566**	**516,850**	**1,260,953**	**799,000**	**804,590**	**1,165,153**	**807,831**	**832,384**	**1,327,518**	**817,866**	**810,179**	**1,106,046**	**10,927,700**	**330,763**
EXPENSES														
Certificated Salaries	77,972	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	193,420	2,205,586	-
Classified Salaries	187,881	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	234,935	2,772,169	-
Employee Benefits	253,308	173,983	181,746	173,983	172,689	172,689	183,040	173,983	173,983	167,555	167,555	67,550	2,062,064	-
Books & Supplies	4,692	6,790	37,694	28,286	47,567	23,827	19,135	19,135	19,135	19,135	19,135	19,135	349,129	85,462
Services & Other Operating Expenses	278,831	284,369	289,907	286,215	286,215	286,215	277,899	277,899	283,437	276,976	276,976	276,976	3,388,378	6,461
Capital Outlay & Depreciation	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	38,348	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**805,881**	**896,693**	**940,898**	**920,035**	**938,021**	**914,282**	**911,625**	**902,567**	**908,105**	**895,217**	**895,217**	**795,212**	**10,815,675**	**91,923**
Operating Cash Inflow (Outflow)	**(457,315)**	**(379,842)**	**320,055**	**(121,035)**	**(133,431)**	**250,871**	**(103,794)**	**(70,184)**	**419,413**	**(77,350)**	**(85,037)**	**310,834**	**112,025**	**238,840**
Accounts Receivable	111,089	199,230	-	-	-	-	-	-	-	-	-	-		
Investments	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196	3,196		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Due To (From)	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(36,575)	40,750	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211	47,211		
Summer Holdback	-	-	-	-	-	-	-	-	-	-	-	-		
ROU Long-Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**7,507,856**	**7,371,189**	**7,741,651**	**7,671,023**	**7,588,000**	**7,889,278**	**7,835,891**	**7,816,115**	**8,285,935**	**8,258,991**	**8,224,361**	**8,585,602**		

Escuela Popular-CTC

2025-26

As of Oct FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Driver/ Rate Type
Revenues and related expenses							
Statewide LCFF Assumptions							
LCFF COLA	2.30%	3.02%	3.42%	3.31%	3.24%	0.00%	
TK-3 LCFF Base	10,256	10,566	10,927	11,289	11,655	11,655	
4-6 LCFF Base	10,411	10,725	11,092	11,459	11,830	11,830	
7-8 LCFF Base	10,719	11,043	11,421	11,799	12,181	12,181	
9-12 LCFF Base	12,423	12,798	13,236	13,674	14,117	14,117	
TK-3 Gr Span Adj	1,067	1,099	1,136	1,174	1,212	1,212	
9-12 Gr Span Adj	323	333	344	356	367	367	
School LCFF Assumptions							
LCFF per ADA	17,582	18,110	18,730	19,352	19,978	19,978	
ILPT per ADA	5,138	5,138	5,138	5,138	5,138	5,138	
Supplemental & Concentration Funding	2,132,771	2,195,686	2,271,125	2,458,634	2,538,194	2,538,328	
Unduplicated Pupil % (3 year avg)	99.69%	99.56%	99.59%	99.63%	99.63%	99.64%	
District UPP	82.70%	82.70%	82.70%	82.70%	82.70%	82.70%	
Other Federal and State Revenues							
EDCOE SELPA Federal Rate	145.00	145.00	145.00	145.00	145.00	145.00	Prior Year Enrollment
EDCOE SELPA State Rate	917.53	917.53	917.53	917.53	917.53	917.53	ADA
LAUSD SPED Federal Rate	257.83	257.83	257.83	257.83	257.83	257.83	ADA
LAUSD SPED State Rate	928.13	928.13	928.13	928.13	928.13	928.13	ADA
Other SELPA Fed	92,285	92,284.50	92,284.50	92,284.50	92,284.50	92,284.50	Flat Rate (R)
Other SELPA State	267,480	267,480.46	267,480.46	267,480.46	267,480.46	267,480.46	Flat Rate (R)
SPED Mental Health State Rate	83	83.31	83.31	83.31	83.31	83.31	
Mandated Cost Reimbursements: K-8	20.52	21.14	21.86	22.59	23.32	23.32	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	58.21	59.97	62.02	64.07	66.15	66.15	Prior Year Enrollment
One Time Funding	0.00	0.00	0.00	0.00	0.00	0.00	Prior Year Enrollment
State Lottery Unrestricted	190.00	190.00	190.00	190.00	190.00	190.00	P-A ADA
State Lottery Restricted	82.00	82.00	82.00	82.00	82.00	82.00	P-A ADA
Absence Factor	1.04	1.04	1.04	1.04	1.04	1.04	Multiplier to state lottery rates
SB740 maximum per ADA	1,468.96	1,513.32	1,565.08	1,616.88	1,669.27	1,669.27	ADA
SB740 Lease & ADA Default Proration	85%	85%	85%	85%	85%	85%	

Escuela Popular-CTC

2025-26

As of Oct FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31	Driver/ Rate Type
SB740 Other Costs Default Proration	0%	0%	0%	0%	0%	0%	
ELOP Rate 1	2,750	2,750	2,750	2,750	2,750	2,750	
ELOP Rate 2	1,280	1,575	1,575	1,575	1,575	1,575	
AMS Enrollment Rate	124	124	124	124	124	124	
AMS FRPM Rate	84	84	84	84	84	84	
Fees							
Authorizer Fees	1.00%	1.00%					% of LCFF
Special Education Encroachment Fees	0.00	0.00					
Payroll							
Annual Pay Increase							
Teacher		2.00%	2.00%	2.00%	2.00%	2.00%	
Other Certificated		2.00%	2.00%	2.00%	2.00%	2.00%	
Classified		2.00%	2.00%	2.00%	2.00%	2.00%	
Benefits							
STRS	19.10%	19.10%	19.10%	19.10%	19.10%	19.10%	% of eligible payroll
PERS	26.81%	26.90%	27.80%	27.40%	27.40%	27.40%	% of eligible payroll
PARS	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	% of eligible payroll
Other Retirement 1	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	% of eligible payroll
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	% of total payroll
Health & Welfare Benefits							Annual rate per employee
Yes	$19,240	$19,721	$20,214	$20,719	$21,548	$22,410	
H&W average annual increase	4.00%	2.50%	2.50%	2.50%	4.00%	4.00%	
In Lieu Medical Stipend	$0	$0	$0	$0	$0	$0	Annual stipend
SUTA %	5.20%	5.20%	5.20%	5.20%	5.20%	5.20%	% of eligible payroll
SUTA Tax Base	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	
ETT (part of SUTA)	$7	$7	$7	$7	$7	$7	Annual rate per employee
Workers Comp	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	% of total payroll

LCFF Calculator Caveats

v.26.2 **8/1/2025**

Every effort was made to make the calculator as accurate as possible. However, because the calculator is based on estimates and assumptions, actual Local Control Funding Formula (LCFF) funding may differ from the amounts generated by the calculator. In some cases, LEA-specific and unique complexities that exist for a small percentage of local educational agencies (LEAs) may result in errors. Every unique situation is not modeled in the calculator, and **the calculator may not be useful for all LEAs**.

The following bullets highlight these assumptions, and some of the unique situations and known issues that could be identified.

General	The calculator is based on the LCFF statute as currently written, unless otherwise noted in these caveats. In some cases there may be differences in rounding +/- $1.
	The calculator includes cost of living adjustments (COLA) and if applicable proration factors as estimated by the Department of Finance (DOF).
	The calculator prepopulates with certified data provided by the California Department of Education (CDE) for the calculation of principal apportionment. Users should independently verify prefilled data, and should make adjustments as needed if revisions have been filed.
	The Education Protection Account (EPA) proportionate share percentage is based on estimates released by the CDE that may not yet be finalized. Therefore, the percentage may change from what is shown in the calculator through final calculation in February of the following fiscal year.
	EPA revenue in the 2021-22 fiscal year increased to an unprecedented level of funding which necessitated changes to the calculation. Pursuant to Section 112 of AB 181 (Chapter 52, Statutes of 2022), the 2012-13 Revenue Limit rates for school districts and charter schools were adjusted to reflect statutory COLA increases from 2013-14 through 2021-22. These rates will continue to receive COLA adjustments moving forward.
NEW 2024-25	On the Data Entry tab, there are three new columns that include an additional three years of historical data for local educational agencies. These columns do not create calculations for these years, but may impact the three prior year calculations (PY3, PY2). Districts can use these to enter in audit adjustments or other necessary adjustments from reorganizations or mergers to their attendance, enrollment, unduplicated pupil counts, or charter shift increases or decreases.
Charter School Calculations	
	The calculator is not designed to directly calculate budget estimates for all-charter school districts because of the unique options selected at the time the district converted. It is recommended all-charter school districts contact the CDE to determine the best method for estimating LCFF revenues.
	Charter schools that are funded under different funding methodologies due to their pupil population are not included as a single scenario within the calculator. These schools are mainly those authorized by a county board of education.
	The calculator is designed for a district to calculate the in lieu taxes and, as such, charter schools should contact their sponsoring authority for in lieu tax amounts to ensure accuracy.
	The calculator **does not** take into account the following: -District reorganizations that include a charter school(s) newly authorized by one or more districts affected by the reorganization. -Charter schools that operated in the prior year but have been reauthorized by a different agency in the current year and have not been certified within the PASE system.
NEW 2025-26	-The LCFF fire recovery protections for charter schools included in Education Code 46392(g). For specified charter schools that were damaged, destroyed, or directly impacted as a result of a state of emergency that was declared by the Governor in January 2025.

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If any of these situations apply, we recommend working with the CDE and FCMAT to determine if the calculator can be adapted.

School District Calculations

2019-20 certified ADA was adjusted after the R3 certification cycle for school districts that were the sponsoring LEA of a charter school that discontinued operation by the end of 2019-20. This ADA adjustment was only made to accommodate an accurate calculation of the three prior-year average (PY1 2021-22. PY2 2020-21, PY3 2019-20) commencing with the 2022-23 fiscal year.

For districts with **necessary small schools** (NSS), the calculator models different combinations of NSS and regular ADA to determine the overall maximum funding available. Districts with necessary small schools should refer to the Instructions tab. Districts are encouraged to independently select their funding options and evaluate the results to determine which funding method they will elect to follow.

The calculator does not take into account the following funding adjustments for **basic aid school districts**:

Basic Aid Choice
Basic Aid Court-Ordered Voluntary Pupil Transfer
Basic Aid Open Enrollment
Basic Aid Supplement Charter School Adjustment

NEW 2025-26

The calculator does not include the LCFF fire recovery protections for LEAs included in the 2025-26 Education Trailer Bill. A basic aid school district in Los Angeles County that loses local property tax revenue due to the Eaton and Palisades fires in January 2025 will be reimbursed from the state General Fund for losses in the 2024-25 and 2025-26 fiscal years. The reimbursement will follow a schedule submitted by the county and distributed by the state controller no later than September 30, 2025.

NEW 2025-26

The calculator accounts for the impact of district reorganizations that have been certified by the CDE via the PASE system to support more accurate projections. **Historical year projections may not align with CDE exhibits for those years**. To reconcile historical year calculations to CDE's LCFF Calculation exhibits, manual adjustments must be made to the ADA section for those years in the data entry tab. If needed, FCMAT recommends working with its team to align the historical year calculations with CDE's LCFF Calculation exhibit.

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LCFF Calculator Navigation

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Structure:

1 The LCFF Calculator structure has been built to maintain a standard eight-year structure that includes two historical years, one current year and five projection years.

2 The Data Entry tab was designed to cluster data entry sections by projection type (charter school or school district). Charter school data entry sections are intentionally placed at the top of the page due to the limited amount of data required to complete a projection.

3 The workbook contains conditional formatting to guide users through data entry. Once a projection type is identified and all basic questions are answered, only the highlighted sections require data entry; all remaining sections not applicable to the projection will remain grayed out. **No data should be entered in sections that are not highlighted**.

Projection Type Not Identified	Charter School Projection	School District Projection
	Data Entry Sections	Data Entry Sections

4 A separate calculation must be prepared for each LEA, either district or charter school.

5 Version Names will reflect the last two digits of the current projection year, followed by ".1" or ".2". If additional updates are needed, letter suffixes such as ".1a" or ".2b" will be used.
- version.1 includes prepopulated PY1-PY3 data from the CDE's P-1 Certification.
- version.2 includes prepopulated PY1-PY3 data from the CDE'sP-2 Certification.

For example, for the 2025-26 projection year, version **v26.1** includes P-1 certification data and version **26.2** includes P-2 certification data.

Data entry cells: prepopulated with the most current certified data; all data entry cells are unlocked for user edit. Prepopulated data cannot be restored after user override.

Tab Navigation Key:

Information tabs: provide important projection information and should be reviewed with each update.

Data Entry tab: single data entry tab for ALL LCFF calculations. Sections to be completed are identified through highlighting upon entry of CDS code and responses to required questions.

Primary calculation results tabs: provide calculations and results summaries only. **No data is entered on these tabs**.

Secondary support calculation tabs: provide details of supporting calculations for components that do not apply to all LEA calculations**. No data is entered on these tabs.**

User editable tabs: preformatted graphs and blank worksheet tabs.

Instructions:

1 **Review Caveats**: Important details that may affect LEA calculations are noted in this tab. **This tab should be reviewed with each update**.

2 **Data Entry tab:** Data for all calculation types is entered into the Data Entry tab.
- Start a calculation by entering the five-digit code for a school district calculation or seven-digit school code for a charter school calculation. Once the LEA code is entered, the LEA type (district or charter) will be identified and the applicable data entry sections will be highlighted for completion.
- New charter schools that do not yet have a CDS code should select "Yes" from the drop-down list following the question below the CDS code box.

Section (1) Universal Assumptions: Prepopulated assumptions are based on the most current data released by the Department of Finance and the California Department of Education. COLA and EPA assumptions should be reviewed and updated to match percentage updates published after the version release.

- **EPA Miscellaneous Adjustments (P-2 Certification only) - cell L23:** For LEAs that need to update the version.1 (spring release) of the LCFF calculator with P-2 certification data before FCMAT publishes its version.2 (summer release), the row titled "EPA Miscellaneous Adjustments (P-2 Certification only)" has been added in the PY1 column, cell L23. LEAs should enter data in this field **only in late June, after the California Department of Education publishes the P-2 certification data and before FCMAT releases the version.2 LCFF calculator.** This field is only open in the version.1 of the calculator. An EPA miscellaneous adjustment is calculated once at P-2 and reported on the CDE's P-2 Education Protection Account exhibit, line D-2. This EPA miscellaneous adjustment offsets LCFF State Aid (object 8011).

Section (2) Charter School Data Elements Required to Calculate the LCFF: Enter charter school data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

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LCFF Calculator Navigation

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Section (3) School District Data Elements Required to Calculate the LCFF: Enter school district data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

- **In Lieu of Taxes:** School districts that are the sponsoring LEA for a charter school or are otherwise required to transfer property taxes to a charter school should answer "YES" to the applicable question in this section, then complete section (5) School District In-Lieu of Property Tax Calculation for Charter Schools.
- **Necessary Small Schools:** School districts that have necessary small schools should answer "YES" to the applicable question in this section, then complete section (4) Necessary Small Schools ADA.
- **TK Add-on Funding:** ADA for TK students must be entered in this section for the add-on to calculate. TK ADA should also be included in the ADA section to properly calculate the Base, Supplemental and Concentration grants.
- **Charter Shift ADA:** Prior year ADA used in the determination of school district funding calculations is based on the greater of current year, prior year and, beginning with 2022-23 fiscal year, three-prior year average. The prior year ADA must be adjusted by the net ADA of students who "shifted" between district schools and district sponsored charter schools. Sponsoring school districts should enter the total prior year ADA by grade span of those students who attended district sponsored charter schools in the prior year and returned to attend district schools in the current year in the first section. Total prior year ADA by grade span for students who attended district schools in the prior year, then left to attend a district sponsored charter school should be entered in the second section.

Section (4) Necessary Small Schools ADA: School districts that have necessary small schools must complete section (4) on the Data Entry tab. Prior year data must be entered for each year including historical years, even when the school is funded under LCFF. If "**Enter SCHL LCFF ADA**" or "**Enter SCHL FTE**" is in any of the cells in the NSS ADA/FTE section, school districts should enter in the ADA/FTE for the school, and select funding method, so the calculator can accurately project funding.

- **NSS Supporting Calculations**: details related to NSS funding determination are located in the NSS Calculation tabs.

Section (5) In-Lieu of Property Tax Calculation for Charter Schools: School districts required to transfer in-lieu taxes to charter schools should select "Yes" from the drop-down list in section (3), then complete either section (a) or (b).

- **Section (a): To be completed only by districts that use an alternative rate for in-lieu tax transfers or calculates the in-lieu transfers outside of this tool. Carefully review and follow the instructions located in the In-lieu tax section.**
- **Section (b): To be completed by districts that follow the traditional allocation of funding for in-lieu tax transfers. The tool has been designed to support basic aid district calculations, which require charter school ADA to be entered by grade span. Non basic aid districts can enter the total charter school ADA for each school in any single grade span, it is not necessary to enter ADA by grade span or separately for each charter school. Consolidating all charter school ADA into a single section will calculate a similar result.**
- **In-Lieu of Property Taxes Results: The supporting calculations and in-lieu of property tax transfer amounts for each charter school are located in the District In-Lieu Taxes tab.**

3 **Review LCFF Calculation and EPA Results:** Detailed calculations and results can be viewed on the Calculator, EPA and Summary tabs. No data entry is required on these tabs.

4 **Supporting Calculations**: details related to NSS funding determination and in-lieu tax transfer amounts for each charter school are located in the NSS Calculation and District In-Lieu Taxes tabs.

Resources:

FCMAT LCFF help desk and calculator updates:	www.fcmat.org/lcff
CDE PASE exhibits:	www.cde.ca.gov/fg/aa/pa/exhibitguides.asp
CDE Exhibit Guide:	www.cde.ca.gov/fg/aa/pa/exhibitguides.asp
CDE Funding Rates and Information:	www.cde.ca.gov/fg/aa/pa/lcffcola.asp

LCFF CALCULATOR

107151	5 digit District code or 7 digit School code *(from the CDS code)*	LEA:	Escuela Popular/Center for Training and Careers, Family Learning
NO	Is this calculation for a new charter school? (select from drop down list)	Projection Title:	FY26 Ist Interim
Charter	Projection Type	Created by:	Anita Amoh
		Email:	aamoh@edtec.com
12/9/2025	Projection Date	Phone:	341-234-0284

DATA ONLY - NO CALCULATIONS

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	PY3 2022-23	PY2 2023-24	PY1 2024-25	CY 2025-26	CY1 2026-27	CY2 2027-28	CY3 2028-29	CY4 2029-30
(1) UNIVERSAL ASSUMPTIONS											
Supplemental Grant %				*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*	*20.00%*
Concentration Grant (>55% population)				*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*
Statutory COLA & Augmentation/Suspension *(prefilled as calculated by the Department of Finance, DOF)*				13.26%	8.22%	1.07%	2.30%	3.02%	3.42%	3.31%	3.24%
Statutory COLA				*6.56%*	*8.22%*	*1.07%*	*2.30%*	*3.02%*	*3.42%*	*3.31%*	*3.24%*
Augmentation/(COLA Suspension)				*6.70%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Base Grant Proration Factor (deficit)				*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Add-on, ERT & MSA Proration Factor				*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Transitional Kindergarten Add-on (*2022-23 forward*)				$ 2,813	$ 3,044	$ 3,077	$ 5,545	$ 5,712	$ 5,907	$ 6,103	$ 6,301
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)				12.74780911%	21.98880689%	49.68656772%					
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)				12.84814107%	22.03836064%	49.68656772%					
Local EPA Accrual				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EPA Miscellaneous Adjustments (P-2 Certification only)						$ -					

(2) CHARTER SCHOOL DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

NEW CHARTER SCHOOLS

New Charter School Name:

Year that charter starts operation (select from drop down list): 2025-26

(a) TRANSFER OF IN-LIEU PROPERTY TAX — Note: Charter schools should contact sponsoring district(s) for In-lieu estimate

I-4	In-Lieu of Property Tax			2,317,452	2,529,962	2,897,540	2,265,911	2,265,911	2,265,911	2,373,811	2,373,811

(b) UNDUPLICATED PUPIL PERCENTAGE (UPP)

A-1, A-2, A-3	Enrollment	414	415	528	515	658	420	525	525	550	550
B-1, B-2, B-3	Unduplicated Pupil Count	410	413	525	515	655	418	523	523	548	548
	Single Year Unduplicated Pupil Percentage			99.43%	100.00%	99.54%	99.52%	99.62%	99.62%	99.64%	99.64%
C-1	Unduplicated Pupil Percentage (%) - 3 Year Rolling Percentage			99.34%	99.66%	99.65%	99.69%	99.56%	99.59%	99.63%	99.63%

(c) CONCENTRATION GRANT FUNDING LIMITATION: District of Physical Location

Enter the unduplicated pupil percentage (UPP) of the district where the charter school is physically located. If the charter school has a physical location within the boundaries of more than one district, enter the highest district UPP of all locations.

D-3	Unduplicated Pupil Percentage (%)			81.89%	82.60%	82.68%	82.70%	82.70%	82.70%	82.70%	82.70%
	Unduplicated Pupil Percentage: Supplemental Grant			99.34%	99.66%	99.65%	99.69%	99.56%	99.59%	99.63%	99.63%
	Unduplicated Pupil Percentage: Concentration Grant			81.89%	82.60%	82.68%	82.70%	82.70%	82.70%	82.70%	82.70%

(d) AVERAGE DAILY ATTENDANCE (ADA)

ADA used for the Transitional Kindergarten Add-on ONLY:

G-4	TK (NEW beginning 2022-23)			-	-	-	-	-	-	-	-

ADA used for Base, Supplemental and Concentration Grant Calculations:
Enter P2 Data - Note: Charter School ADA is always funded on current year

B-1	Grades TK-3			-	-	-	-	-	-	-	-
B-2	Grades 4-6			-	-	-	-	-	-	-	-
B-3	Grades 7-8			-	-	-	-	-	-	-	-
B-4	Grades 9-12			477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
	SUBTOTAL ADA			477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
	RATIO: ADA to Enrollment			0.90	1.03	0.86	1.05	0.84	0.84	0.84	0.84

(e) OTHER LCFF ADJUSTMENTS

Miscellaneous Adjustments (line H-2), include adjustments for audit penalties and special legislation. Adjustments can be positive or negative.
Minimum State Aid Adjustments (Line J-5), captures adjustments for audit penalties and special legislation. Adjustments can be positive or negative.

H-2	Miscellaneous Adjustments			$ -	$ -	$ -					
J-4	Minimum State Aid Adjustments			$ -	$ -	$ -					

(3) SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

(a) GENERAL QUESTIONS

	Is your district required to transfer in-lieu taxes to a charter school?						NO				
	Does your district have a necessary small school?						NO				

(b) K-3 GRADE SPAN ADJUSTMENT FUNDING DETERMINATION

	Did your district meet the requirements of funding?			YES	YES	YES	YES	YES	YES	YES	YES

(c) PROPERTY TAXES

C-1	Estimated Property Taxes (excluding RDA)			$ -	$ -	$ -					
B-5	Redevelopment Agency Local Revenue			$ -	$ -	$ -					
	Less In-Lieu Property Tax Transfer			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Local Revenue			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(d) OTHER LCFF ADJUSTMENTS

If applicable, enter adjustments for special legislation, instructional time penalties, and class size penalties populated from the Class Size Penalties exhibit. Adjustments can be positive or negative.

H-2	Miscellaneous Adjustments			$ -	$ -	$ -					
J-5	Minimum State Aid Adjustments			$ -	$ -	$ -					

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
(e) UNDUPLICATED PUPIL PERCENTAGE											
A-1 / A-3 **District Enrollment**		-	-	-	-	-					
A-2 / A-4 **COE Enrollment**		-	-	-	-	-					
Total Enrollment		-	-	-	-	-	-	-	-	-	-
B-1 / B-3 **District Unduplicated Pupil Count**		-	-	-	-	-					
B-2 / B-4 **COE Unduplicated Pupil Count**		-	-	-	-	-					
Total Unduplicated Pupil Count		-	-	-	-	-	-	-	-	-	-
Single Year Unduplicated Pupil Percentage				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C-1 Unduplicated Pupil Percentage (%) - 3 Year Rolling Percentage				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
(f) AVERAGE DAILY ATTENDANCE (ADA)											
ADA used for the Transitional Kindergarten Add-on ONLY:											
G-10 **TK (Commencing in 2022-23)**				-	-	-					
ADA used for Base, Supplemental and Concentration Grant Calculations: Enter ADA by grade span. The calculator will determine the most advantageous funding option for each year's funding calculation.											
Current Year ADA: (P-2, Necessary Small Schools, Annual for Special Day Class Extended Year)											
B-1, D-5 **Grades TK-3**	-	-	-	-	-	-					
Grades 4-6	-	-	-	-	-	-					
Grades 7-8	-	-	-	-	-	-					
Grades 9-12	-	-	-	-	-	-					
TOTAL CURRENT YEAR ADA	-	-	-	-	-	-	-	-	-	-	-
Nonpublic School, NPS-Licensed Children Institutions, Community Day School: (Annual)											
D-9, E-1 **Grades TK-3**				-	-	-					
Grades 4-6				-	-	-					
Grades 7-8				-	-	-					
Grades 9-12				-	-	-					
TOTAL NPS-CDS (Annual)				-	-	-	-	-	-	-	-
District Basic Aid ADA funded outside of the LCFF (Court Ordered, Voluntary Tfr. & Open Enrollment) (For calculating EPA only; this ADA is not included in the LCFF funding calculation).				-	-	-					
DISTRICT TOTAL				-	-	-	-	-	-	-	-
County Operated Programs, e.g. Community School, Special Ed: (P-2 / Annual)											
E-2, E-3 **Grades TK-3**				-	-	-					
Grades 4-6				-	-	-					
Grades 7-8				-	-	-					
Grades 9-12				-	-	-					
COUNTY TOTAL				-	-	-	-	-	-	-	-
RATIO: District ADA-to-Enrollment				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
RATIO: County ADA-to-Enrollment				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

(g) PRIOR YEAR GUARANTEE ADJUSTMENT FOR CHARTER SHIFT

If applicable, enter prior year ADA for students transferring into or out of district schools and **district-sponsored charter schools. Report the prior year ADA for these students in the current year field, using the grade span the students were enrolled in during the prior year(s).** **NOTE: *Legislative requiring the charter shift adjustment was suspended in fiscal years 2020-21 and 2021-22, no prior year ADA should be entered for these years.**

Prior year **Source:** Principal Apportionment Data Collection, P-2 Attendance School District Form

		2019-20 ADA shift (no data reported in 2020-21)*	2020-21 ADA shift (no data reported in 2021-22)*	2021-22 ADA shift reported in 2022-23 PADC ADA report	2022-23 ADA shift reported in 2023-24 PADC ADA report	2023-24 ADA shift reported in 2024-25 PADC ADA report	2024-25 ADA shift reported in 2025-26 PADC ADA report	2025-26 ADA shift reported in 2026-27 PADC ADA report	2026-27 ADA shift reported in 2027-28 PADC ADA report	2027-28 ADA shift reported in 2028-29 PADC ADA report	2028-29 ADA shift reported in 2029-30 PADC ADA report
A-20	**Grades TK-3** Prior year **Charter School Shift Decrease** of ADA for students who attended district schools in the prior year and attended district sponsored charter schools in the current year	-	-	-	-	-					
	Grades 4-6	-	-	-	-	-					
	Grades 7-8	-	-	-	-	-					
	Grades 9-12	-	-	-	-	-					
		-	-	-	-	-	-	-	-	-	-
A-19	**Grades TK-3** Prior year **Charter School Shift Increase** of ADA for students who attended district sponsored charter schools in the prior year and attended district schools in the current year	-	-	-	-	-					
	Grades 4-6	-	-	-	-	-					
	Grades 7-8	-	-	-	-	-					
	Grades 9-12	-	-	-	-	-					
		-	-	-	-	-	-	-	-	-	-
	Net increase/(decrease) to prior year ADA	-	-	-	-	-	-	-	-	-	-

(4) NECESSARY SMALL SCHOOLS ADA

For each school that is eligible to be funded as a necessary small school in the year NSS funding is anticipated, enter ADA and FTE for the current and three prior years.

1	**NSS #1**												**School Code:**
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
2	**NSS #2**												**School Code:**
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	-
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF

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3	**NSS #3**											**School Code:**	
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
4	**NSS #4**											**School Code:**	
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
5	**NSS #5**											**School Code:**	
A-2, A-12	**Current Year P2 ADA:**	**Grades TK-3**	-	-	-	-	-	-	-	-	-	-	
A-3, A-13		**Grades 4-6**	-	-	-	-	-	-	-	-	-	-	
A-4, A-14		**Grades 7-8**	-	-	-	-	-	-	-	-	-	-	
B-2, B-6		**Grades 9-12**	-	-	-	-	-	-	-	-	-	-	
		TOTAL	-	-	-	-	-	-	-	-	-	-	-
A-1, A-11, B-1, B-5	**Number of FTE** (round up to the full FTE)		-	-	-	-	-	-	-	-	-	-	
	Is this school eligible for NSS funding?					Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school					Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
	Select funding method:					LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF

(5) IN-LIEU OF PROPERTY TAX CALCULATION FOR CHARTER SCHOOLS

Complete <u>either</u> section (a) or (b)

(a) ALTERNATIVE CALCULATION TOOL

Use this section to override the calculated in-lieu of property tax results.

	1. Clear the prepopulated number '1' from the box located to the right	1
	2. Local calculation of <u>total</u> in-lieu property taxes	

(b) IN-LIEU TAX CALCULATION BY CHARTER SCHOOL (Note: Charters MUST be numbered to bring results into the District In-Lieu Taxes tab)

Enter the name and ADA for each charter school. Basic Aid districts are required to transfer in-lieu taxes based on grade span funding rates. To reduce data entry, non-basic aid districts can enter the total ADA for each year into a single grade span.

1	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3	-	-	-						
	Grades 4-6	-	-	-						
	Grades 7-8	-	-	-						
	Grades 9-12	-	-	-						
	Total ADA	-	-	-	-	-	-	-	-	-
2	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									
	Total ADA	-	-	-	-	-	-	-	-	-
3	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									
	Total ADA	-	-	-	-	-	-	-	-	-
4	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									
	Total ADA	-	-	-	-	-	-	-	-	-
5	**Charter Name**									
	Charter ADA by grade span									
	Grades K-3									
	Grades 4-6									
	Grades 7-8									
	Grades 9-12									

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Total ADA				-	-	-	-	-	-	-	-
6 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
7 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
8 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
9 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
10 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
11 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
12 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
13 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
14 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
15 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
16 **Charter Name**											
Charter ADA by grade span											
Grades K-3											

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
17 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
18 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
19 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
20 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
21 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
22 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
23 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
24 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
25 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
26 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-

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27 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
28 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
29 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
30 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
31 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
32 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
33 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
34 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
35 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
36 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
37 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											

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Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
38 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
39 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
40 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
41 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
42 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
43 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
44 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
45 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
46 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
47 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
48 **Charter Name**											
Charter ADA by grade span											

Escuela Popular/Center for Training and Careers, Family Learning (107151)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
49 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-
50 **Charter Name**											
Charter ADA by grade span											
Grades K-3											
Grades 4-6											
Grades 7-8											
Grades 9-12											
Total ADA				-	-	-	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim				12/9/2025				
DETAILED ADA CALCULATION	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2019-20 ADA	2020-21 ADA	2021-22 ADA	2022-23 ADA	2023-24 ADA	2024-25 ADA	2025-26 ADA	2026-27 ADA
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2020-21 ADA	2021-22 ADA	2022-23 ADA	2023-24 ADA	2024-25 ADA	2025-26 ADA	2026-27 ADA	2027-28 ADA
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2021-22 ADA	2022-23 ADA	2023-24 ADA	2024-25 ADA	2025-26 ADA	2026-27 ADA	2027-28 ADA	2028-29 ADA
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Net Adjustment to Prior Year ADA for Charter Shift								
Second Prior Year Net increase/(decrease) to prior year ADA due to Charter School Shift		-	-	-	-	-	-	-
Prior Year Net increase/(decrease) to prior year ADA due to Charter School Shift	-	-	-	-	-	-	-	-
Second prior year charter school shift percentage		-	-	-	-	-	-	-
Prior year charter school shift percentage		0%	0%	0%	0%	0%	0%	0%
Prior 3-Year Average ADA (if charter shift percentage > -50%, adjusted for +/- current year charter shift) - Effective beginning in 2022-23								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	-	-	-	-	-	-	-	-
Current Year Charter Shift ADA for the Hold Harmless and 3-prior year average	-	-	-	-	-	-	-	-
Current Year ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
LCFF Subtotal	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Change in LCFF ADA (excludes NSS ADA)	477.46 Increase	529.20 Increase	563.93 Increase	441.00 Increase	441.00 Increase	441.00 Increase	462.00 Increase	462.00 Increase
Funded LCFF ADA (greater of current year, prior year or 3-prior year average)								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim				12/9/2025				
DETAILED ADA CALCULATION	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Subtotal	477.46 *Current Year*	529.20 *Current Year*	563.93 *Current Year*	441.00 *Current Year*	441.00 *Current Year*	441.00 *Current Year*	462.00 *Current Year*	462.00 *Current Year*
Funded NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-	-	-
NPS, CDS, & COE Operated								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-	-	-
ACTUAL ADA *(Current Year Only)*								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Total Actual ADA	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
TOTAL FUNDED ADA, LCFF & NSS								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Total Funded ADA	**477.46**	**529.20**	**563.93**	**441.00**	**441.00**	**441.00**	**462.00**	**462.00**
Funded Difference (Funded ADA less Actual ADA)	-	-	-	-	-	-	-	-
FUNDED ADA for the Transitional Kindergarten Add-on								
Current Year TK ADA	-	-	-	-	-	-	-	-

Calculator Tab

| Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY2(v.26.2 | | |

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Escuela Popular/Center for Training and Careers, Family Learning (101st Interim — 12/9/25

EDUCATION PROTECTION ACCOUNT

		Calculated* 2022-23	CDE P-2 Certification* 2023-24	Calculated* 2023-24	CDE P-2 Certification* 2024-25	Calculated* 2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
EDUCATION PROTECTION ACCOUNT (EPA) MINIMUM ENTITLEMENT											
A-1	Total ADA for EPA Minimum	477.46	529.24	529.20	563.93	563.93	441.00	441.00	441.00	462.00	462.00
A-2	Minimum Funding per ADA	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200
A-3	EPA Minimum Funding (A-1 * A-2)	*$ 95,492*	$ 105,848	$ 105,840	$ 112,786	$ 112,786	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
EPA PROPORTIONATE SHARE CAP											
B3,B7	2012-13 Deficited Base RL/Charter Rate (adjusted for COLA eff. 21/22)	$ 7,643.44		$ 8,271.73	$ 8,360.24	$ 8,360.24	$ 8,552.53	$ 8,810.82	$ 9,112.15	$ 9,413.76	$ 9,719
B4, B8	Current Year Funded ADA, excluding NSS	477.46		529.20	-	563.93	441.00	441.00	441.00	462.00	462.00
B-11	2012-13 Deficited Other Revenue Limit per ADA (adjusted for COLA eff. 21/22)	-		-	-	-	-	-	-	-	-
B-12	Current Year Funded ADA, including NSS	477.46		529.20	-	563.93	441.00	441.00	441.00	462.00	462.00
B9+B13	*Adjusted Total Revenue Limit*	*$ 3,649,437*		*$ 4,377,400*	*$ -*	*$ 4,714,590*	*$ 3,771,666*	*$ 3,885,572*	*$ 4,018,458*	*$ 4,349,157*	*$ 4,490,072*
B10,B14	*Current Year Adjusted NSS Allowance*	*$ -*		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
B-16	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	*$ 3,649,437*	*$ 4,377,730*	$ 4,377,400	$ 4,714,590	$ 4,714,590	$ 3,771,666	$ 3,885,572	$ 4,018,458	$ 4,349,157	$ 4,490,072
B-17	Local Revenue/In-Lieu of Property Taxes	$ 2,317,452	$ 2,525,295	$ 2,529,962	$ 2,897,540	$ 2,897,540	$ 2,265,911	$ 2,265,911	$ 2,265,911	$ 2,373,811	$ 2,373,811
B-18	EPA Proportionate Share Cap (B-16 - B-17; If less than 0, B-18 = 0)	*$ 1,331,985*	$ 1,852,435	$ 1,847,438	$ 1,817,050	$ 1,817,050	$ 1,505,755	$ 1,619,661	$ 1,752,547	$ 1,975,346	$ 2,116,261
EPA PROPORTIONATE SHARE											
C-1	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	$3,649,437	*$ 4,377,730*	$4,377,400	$4,714,590	$4,714,590	$3,771,666	$3,885,572	$4,018,458	$4,349,157	$4,490,072
C-2	Statewide EPA Proportionate Share Ratio ***(as of P-2 certification)***		21.98880689%		49.68656772%		0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
C-3	EPA Proportionate Share (C-1 * C-2)	*$ 468,885*	$ 962,611	*$ 964,707*	$ 2,342,518	*$ 2,342,518*	$ -	$ -	$ -	$ -	$ -
EPA ENTITLEMENT											
D-1	EPA Entitlement (If C-3 < B-18, then C-3; else B-18); (If C-3 and B-18 < A-3, then A-3)	*$ 468,885*	$ 962,611	$ 964,707	$ 1,817,050	$ 1,817,050	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
D-2	Miscellaneous Adjustments**	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	$-	$-	$-	$-	$-
D-3	Adjusted EPA Entitlement (D-1 + D-2)	*468,885*	962,611	964,707	1,817,050	1,817,050	88,200	88,200	88,200	92,400	92,400
D-4	Prior Year Annual Adjustment	*(29,818)*	*$ 3,701*	*3,701*	*$ 2,096*	*2,096*	-				
D-5	P2 Entitlement Net of PY Adjustment	*439,067*	*$ 966,312*	*968,408*	$ 1,819,146	*1,819,146*	88,200	88,200	88,200	92,400	92,400
C-2	Statewide EPA Proportionate Share Ratio **(as of Annual certification)**	12.84814107%	22.03836064%	22.03836064%	49.68656772%	49.68656772%	0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
	Adjusted EPA Allocation (used to calculate LCFF Revenue)		*$ 964,707*		*$ 1,817,050*		*88,200*	*88,200*	*88,200*	*92,400*	*92,400*

**CDE P-2 Certification and Calculated columns can be compared to determine accruals o nts. Enter accrual information on Data Entry tab.*
***A miscellaneous adjustment increases EPA State Aid (object 8012) funding in lieu of iss an LEA when it is overpaid. EPA State Aid offsets LCFF State Aid (object 8011). It is calculated a single time at P2.*

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim	12/9/2025							
	2022-23	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
General Assumptions								
COLA & Augmentation	13.26%	8.22%	1.07%	2.30%	3.02%	3.42%	3.31%	3.24%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Student Assumptions:								
Enrollment Count	528	515	658	420	525	525	550	550
Unduplicated Pupil Count (UPC)	525	515	655	418	523	523	548	548
Unduplicated Pupil Percentage (UPP)	99.34%	99.66%	99.65%	99.69%	99.56%	99.59%	99.63%	99.63%
Current Year LCFF Average Daily Attendance (ADA)	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
Funded LCFF ADA	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
LCFF ADA Funding Method	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year
Current Year Necessary Small School (NSS) ADA	-	-	-	-	-	-	-	-
Funded NSS ADA	-	-	-	-	-	-	-	-
LCFF Entitlement Summary								
Base Grant	$5,300,761	$6,358,338	$6,848,366	$5,478,543	$5,643,918	$5,837,076	$6,317,388	$6,522,054
Grade Span Adjustment	137,986	165,110	178,202	142,443	146,853	151,704	164,472	169,554
Adjusted Base Grant	$5,438,747	$6,523,448	$7,026,568	$5,620,986	$5,790,771	$5,988,780	$6,481,860	$6,691,608
Supplemental Grant	1,080,570	1,300,254	1,400,395	1,120,712	1,153,058	1,192,845	1,291,575	1,333,370
Concentration Grant	950,611	1,170,307	1,264,220	1,012,059	1,042,628	1,078,280	1,167,059	1,204,824
Total Base, Supplemental and Concentration Grant	$7,469,928	$8,994,009	$9,691,183	$7,753,757	$7,986,457	$8,259,905	$8,940,494	$9,229,802
Allowance: Necessary Small School	-	-	-	-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-	-
Add-on: Home-to-School Transportation	-	-	-	-	-	-	-	-
Add-on: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-	-	-	-	-
Add-on: Transitional Kindergarten	-	-	-	-	-	-	-	-
Total Allowance and Add-On Amounts	$-	$-	$-	$-	$-	$-	$-	$-
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$7,469,928**	**$8,994,009**	**$9,691,183**	**$7,753,757**	**$7,986,457**	**$8,259,905**	**$8,940,494**	**$9,229,802**
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ 7,469,928**	**$ 8,994,009**	**$ 9,691,183**	**$ 7,753,757**	**$ 7,986,457**	**$ 8,259,905**	**$ 8,940,494**	**$ 9,229,802**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ 15,645	$ 16,995	$ 17,185	$ 17,582	$ 18,110	$ 18,730	$ 19,352	$ 19,978
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	7,469,928	8,994,009	9,691,183	7,753,757	7,986,457	8,259,905	8,940,494	9,229,802
LCFF Sources Summary								
Funding Source Summary								
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	*$ 2,317,452*	*$ 2,529,962*	*$ 2,897,540*	*$ 2,265,911*	*$ 2,265,911*	*$ 2,265,911*	*$ 2,373,811*	*$ 2,373,811*
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 468,885	$ 964,707	$ 1,817,050	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
Net State Aid *(excludes Additional State Aid)*	$ 4,683,591	$ 5,499,340	$ 4,976,593	$ 5,399,646	$ 5,632,346	$ 5,905,794	$ 6,474,283	$ 6,763,591
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	**$ 7,469,928**	**$ 8,994,009**	**$ 9,691,183**	**$ 7,753,757**	**$ 7,986,457**	**$ 8,259,905**	**$ 8,940,494**	**$ 9,229,802**
Funding Source by Resource-Object								
State Aid (Resource Code 0000, Object Code 8011)	$ 4,683,591	$ 5,499,340	$ 4,976,593	$ 5,399,646	$ 5,632,346	$ 5,905,794	$ 6,474,283	$ 6,763,591
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 468,885	$ 964,707	$ 1,817,050	$ 88,200	$ 88,200	$ 88,200	$ 92,400	$ 92,400
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ (29,818)	$ 3,701	$ 2,096	$ -	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
% Change		0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
In-Lieu of Property Taxes (Object Code 8096)	2,317,452	2,529,962	2,897,540	2,265,911	2,265,911	2,265,911	2,373,811	2,373,811
Entitlement and Source Reconciliation								
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802
LCAP Percentage to Increase or Improve Services Calculation								
Base Grant (*Excludes add-ons for TIIG & Transportation)*	$ 5,438,747	$ 6,523,448	$ 7,026,568	$ 5,620,986	$ 5,790,771	$ 5,988,780	$ 6,481,860	$ 6,691,608
Supplemental and Concentration Grant funding in the LCAP year	$ 2,031,181	$ 2,470,561	$ 2,664,615	$ 2,132,771	$ 2,195,686	$ 2,271,125	$ 2,458,634	$ 2,538,194
Projected Additional 15% Concentration Grant funding in the LCAP year	$ 219,371	$ 270,071	$ 291,743	$ 233,552	$ 240,606	$ 248,834	$ 269,321	$ 278,036
Percentage to Increase or Improve Services	37.35%	37.87%	37.92%	37.94%	37.92%	37.92%	37.93%	37.93%
Necessary Small School Allowance by School								
District Current Year Necessary Small School (NSS) ADA	-	-	-	-	-	-	-	-
District Funded NSS ADA	-	-	-	-	-	-	-	-
District NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #1								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim	12/9/2025							
	2022-23	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #2								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #3								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #4								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSS #5								
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PER-ADA FUNDING LEVELS								
Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	$ 13,898.09	$ 15,098.36	$ 15,265.21	$ 15,619.29	$ 16,088.02	$ 16,637.65	$ 17,190.34	$ 17,747.58
Grades 4-6	$ 12,778.72	$ 13,882.33	$ 14,036.32	$ 14,361.25	$ 14,791.60	$ 15,298.42	$ 15,805.51	$ 16,317.24
Grades 7-8	$ 13,157.79	$ 14,293.19	$ 14,451.47	$ 14,786.11	$ 15,230.17	$ 15,752.19	$ 16,274.48	$ 16,801.38
Grades 9-12	$ 15,645.14	$ 16,995.48	$ 17,185.08	$ 17,582.21	$ 18,109.88	$ 18,729.94	$ 19,351.72	$ 19,977.93
Base Grants								
Grades TK-3	$ 9,166	$ 9,919	$ 10,025	$ 10,256	$ 10,566	$ 10,927	$ 11,289	$ 11,655
Grades 4-6	$ 9,304	$ 10,069	$ 10,177	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 9,580	$ 10,367	$ 10,478	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 11,102	$ 12,015	$ 12,144	$ 12,423	$ 12,798	$ 13,236	$ 13,674	$ 14,117
Grade Span Adjustment								
Grades TK-3	$ 953	$ 1,032	$ 1,043	$ 1,067	$ 1,099	$ 1,136	$ 1,174	$ 1,212
Grades 9-12	$ 289	$ 312	$ 316	$ 323	$ 333	$ 344	$ 356	$ 367
Prorated Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	$ 10,119	$ 10,951	$ 11,068	$ 11,323	$ 11,665	$ 12,063	$ 12,463	$ 12,867
Grades 4-6	$ 9,304	$ 10,069	$ 10,177	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 9,580	$ 10,367	$ 10,478	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 11,391	$ 12,327	$ 12,460	$ 12,746	$ 13,131	$ 13,580	$ 14,030	$ 14,484
Prorated Base Grants								
Grades TK-3	$ 9,166	$ 9,919	$ 10,025	$ 10,256	$ 10,566	$ 10,927	$ 11,289	$ 11,655
Grades 4-6	$ 9,304	$ 10,069	$ 10,177	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 9,580	$ 10,367	$ 10,478	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 11,102	$ 12,015	$ 12,144	$ 12,423	$ 12,798	$ 13,236	$ 13,674	$ 14,117
Prorated Grade Span Adjustment								
Grades TK-3	$ 953	$ 1,032	$ 1,043	$ 1,067	$ 1,099	$ 1,136	$ 1,174	$ 1,212
Grades 9-12	$ 289	$ 312	$ 316	$ 323	$ 333	$ 344	$ 356	$ 367
Supplemental Grant	20%	20%	20%	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 2,024	$ 2,190	$ 2,214	$ 2,265	$ 2,333	$ 2,413	$ 2,493	$ 2,573
Grades 4-6	$ 1,861	$ 2,014	$ 2,035	$ 2,082	$ 2,145	$ 2,218	$ 2,292	$ 2,366
Grades 7-8	$ 1,916	$ 2,073	$ 2,096	$ 2,144	$ 2,209	$ 2,284	$ 2,360	$ 2,436
Grades 9-12	$ 2,278	$ 2,465	$ 2,492	$ 2,549	$ 2,626	$ 2,716	$ 2,806	$ 2,897
Actual - 1.00 ADA, Local UPP as follows:	*99.34%*	*99.66%*	*99.65%*	*99.69%*	*99.56%*	*99.59%*	*99.63%*	*99.63%*
Grades TK-3	$ 2,010	$ 2,183	$ 2,206	$ 2,258	$ 2,323	$ 2,403	$ 2,483	$ 2,564
Grades 4-6	$ 1,849	$ 2,007	$ 2,028	$ 2,076	$ 2,136	$ 2,209	$ 2,283	$ 2,357
Grades 7-8	$ 1,903	$ 2,066	$ 2,088	$ 2,137	$ 2,199	$ 2,275	$ 2,351	$ 2,427
Grades 9-12	$ 2,263	$ 2,457	$ 2,483	$ 2,541	$ 2,615	$ 2,705	$ 2,796	$ 2,886
Concentration Grant (>55% population)	65%	65%	65%	65%	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 6,577	$ 7,118	$ 7,194	$ 7,360	$ 7,582	$ 7,841	$ 8,101	$ 8,364
Grades 4-6	$ 6,048	$ 6,545	$ 6,615	$ 6,767	$ 6,971	$ 7,210	$ 7,448	$ 7,690
Grades 7-8	$ 6,227	$ 6,739	$ 6,811	$ 6,967	$ 7,178	$ 7,424	$ 7,669	$ 7,918
Grades 9-12	$ 7,404	$ 8,013	$ 8,099	$ 8,285	$ 8,535	$ 8,827	$ 9,120	$ 9,415
Actual - 1.00 ADA, Local UPP >55% as follows:	*26.8900%*	*27.6000%*	*27.6800%*	*27.7000%*	*27.7000%*	*27.7000%*	*27.7000%*	*27.7000%*
Grades TK-3	$ 1,769	$ 1,965	$ 1,991	$ 2,039	$ 2,100	$ 2,172	$ 2,244	$ 2,317
Grades 4-6	$ 1,626	$ 1,806	$ 1,831	$ 1,875	$ 1,931	$ 1,997	$ 2,063	$ 2,130
Grades 7-8	$ 1,674	$ 1,860	$ 1,885	$ 1,930	$ 1,988	$ 2,056	$ 2,124	$ 2,193
Grades 9-12	$ 1,991	$ 2,211	$ 2,242	$ 2,295	$ 2,364	$ 2,445	$ 2,526	$ 2,608

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

IN-LIEU PROPERTY TAX TRANSFER

For an authorizing district, in-lieu of property tax is calculated on the lesser of property taxes per ADA or the LCFF funding per ADA
1. Property Taxes per ADA
2a. Adjusted base revenue per ADA x charter school ADA

For a district with students in county-operated charter, or a basic aid district with students in countywide charter schools, or a district certified as basic aid at prior year annual with students in an SBE-approved charter school, in-lieu of property tax is calculated on the lesser of property taxes per ADA, or adjusted base funding per ADA.
1. Property taxes per ADA x District of Residence ADA
2a. Adjusted base revenue per ADA x District of Residence ADA

To enter your own calculation of In-Lieu use the Alternative Calculation tool on the Data Entry tab

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Local Property Taxes (w/out RDA)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District LCFF ADA	-	-	-	-	-	-	-	-
Total Charter LCFF ADA	-	-	-	-	-	-	-	-
Total LCFF ADA	-	-	-	-	-	-	-	-
Property Taxes per ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Funding Method:								
Property Taxes per ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCFF Funding per ADA	-	-	-	-	-	-	-	-
Alternative Calculation	-	-	-	-	-	-	-	-
Certified In-Lieu Taxes	-	-	-	-	-	-	-	-
In-Lieu of Property Tax Transfer Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Prior Year Basic Aid Status		-	-	-	-	-	-	-
1 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5 -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ADA	-	-	-	-	-	-	-	-
1 In-Lieu at Property tax/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 In-Lieu at LCFF Adj Base grant/ADA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

RATES 2022-23			
ADA	Level / # FTE	Allowance	12/13 deficited rate
Elementary			
1 - 24	1	247,965	139,913
25 - 48	2	490,709	279,827
49 - 72	3	733,666	419,740
73 - 96	4	976,409	559,653
High School			
1 - 19	1	208,964	113,566
1 - 19	2	297,931	227,133
1 - 19	3	661,802	504,455
20 - 38	4	810,767	618,021
39 - 57	5	959,733	731,588
58 - 71	6	1,108,698	845,154
72 - 86	7	1,257,664	958,720
87 - 100	8	1,406,629	1,072,287
101 - 114	9	1,555,595	1,185,853
115 - 129	10	1,704,560	1,299,419
130 - 143	11	1,853,526	1,412,986
144 - 171	12	2,002,492	1,526,552
172 - 210	13	2,397,701	1,640,118
211 - 248	14	2,830,601	1,753,685
249 - 286	15	3,263,507	1,867,251
NSS Add-on per ADA		-	-

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2022-23	6.56%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	9,166	953	2,010	1,769
Grades 4-6	9,304	-	1,849	1,626
Grades 7-8	9,580	-	1,903	1,674
Grades 9-12	11,102	289	2,263	1,991

ADA & NSS FTE — **2022-23**

		DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2019-20	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			0.0	0.0	0.0	0.0	0.0	
Second PY ADA (net of charter shift)								
2020-21	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			0.0	0.0	0.0	0.0	0.0	
PRIOR YEAR ADA (net of charter shift)								
2021-22	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
	PRIOR YEAR NUMBER OF FTE		0.0	0.0	0.0	0.0	0.0	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	3 PY AVERAGE ADA	-	-	-	-	-	-	
3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
CURRENT YEAR ADA (before charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	-
	Grades 4-6	-	-	-	-	-	-	-
	Grades 7-8	-	-	-	-	-	-	-
	Grades 9-12	-	-	-	-	-	-	-
	CURRENT YEAR ADA	-	-	-	-	-	-	
	CURRENT YEAR NUMBER OF FTE		0.0	0.0	0.0	0.0	0.0	

NSS FUNDING CALCULATIONS		NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS		Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school		Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using PY	-	-	-	-	-
	NSS Add-on using PY	-	-	-	-	-
	Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using 3 PY average	-	-	-	-	-
	NSS Add-on using 3 PY average	-	-	-	-	-
	Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using CY	-	-	-	-	-
	NSS Add-on using CY	-	-	-	-	-
	Total NSS Allowance using CY	-	-	-	-	-
	NSS allowance level >0?	NO	NO	NO	NO	NO
NSS Allowance if funded as NSS is based on		Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
	NSS Funding	-	-	-	-	-
	NSS ADA Grades TK-3	-	-	-	-	-
	Grades 4-6	-	-	-	-	-
	Grades 7-8	-	-	-	-	-
	Grades 9-12	-	-	-	-	-
	Total	-	-	-	-	-
	NSS allowance Level	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

2022-23 — 2022-23

Funded P2 NSS ADA and NSS Allowances	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
NSS Allowance						
Third Prior Year 2019-20						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2020-21						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2021-22						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Current Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Funded NSS allowance Level	-	-	-	-	-	-
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	9,166	953	-	-	-
Grades 4-6	-	9,304	-	-	-	-
Grades 7-8	-	9,580	-	-	-	-
Grades 9-12	-	11,102	289	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	-			-	-	-

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						-

RATES 2023-24			12/13 deficited rate
ADA	Level / # FTE	Allowance	
Elementary			
1 - 24	1	268,348	151,414
25 - 48	2	531,045	302,829
49 - 72	3	793,973	454,243
73 - 96	4	1,056,670	605,656
High School			
1 - 19	1	226,141	122,901
1 - 19	2	322,421	245,803
1 - 19	3	716,202	545,921
20 - 38	4	877,412	668,822
39 - 57	5	1,038,623	791,725
58 - 71	6	1,199,833	914,626
72 - 86	7	1,361,044	1,037,527
87 - 100	8	1,522,254	1,160,429
101 - 114	9	1,683,465	1,283,330
115 - 129	10	1,844,675	1,406,231
130 - 143	11	2,005,886	1,529,133
144 - 171	12	2,167,097	1,652,035
172 - 210	13	2,594,792	1,774,936
211 - 248	14	3,063,276	1,897,838
249 - 286	15	3,531,767	2,020,739
NSS Add-on per ADA		-	-

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2023-24	8.22%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	9,919	1,032	2,183	1,965
Grades 4-6	10,069	-	2,007	1,806
Grades 7-8	10,367	-	2,066	1,860
Grades 9-12	12,015	312	2,457	2,211

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

ADA & NSS FTE		2023-24 DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2020-21	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2021-22	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
	PRIOR YEAR NUMBER OF FTE		-	-	-	-	-	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	3 PY AVERAGE ADA	-	-	-	-	-	-	
3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
CURRENT YEAR ADA (before charter shift)								
2023-24	Grades TK-3	-	-	-	-	-	-	-
	Grades 4-6	-	-	-	-	-	-	-
	Grades 7-8	-	-	-	-	-	-	-
	Grades 9-12	-	-	-	-	-	-	-
	CURRENT YEAR ADA	-	-	-	-	-	-	-
	CURRENT YEAR NUMBER OF FTE		-	-	-	-	-	

NSS FUNDING CALCULATIONS		NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS		Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school		Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using PY	-	-	-	-	-
	NSS Add-on using PY	-	-	-	-	-
	Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using 3 PY average	-	-	-	-	-
	NSS Add-on using 3 PY average	-	-	-	-	-
	Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year						
	NSS allowance level	-	-	-	-	-
	NSS Allowance using CY	-	-	-	-	-
	NSS Add-on using CY	-	-	-	-	-
	Total NSS Allowance using CY	-	-	-	-	-
	NSS allowance level >0?	NO	NO	NO	NO	NO
NSS Allowance if funded as NSS is based on		Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
	NSS Funding	-	-	-	-	-
	NSS ADA Grades TK-3	-	-	-	-	-
	Grades 4-6	-	-	-	-	-
	Grades 7-8	-	-	-	-	-
	Grades 9-12	-	-	-	-	-
	Total	-	-	-	-	-
	NSS allowance Level	-	-	-	-	-

Funded P2 NSS ADA and NSS Allowances	2023-24 NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
202 **NSS Allowance**						
Third Prior Year 2020-21						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2021-22						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**
Current Year 2023-24						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**
Funded NSS allowance Level	**-**	**-**	**-**	**-**	**-**	
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	9,919	1,032	-	-	-
Grades 4-6	-	10,069	-	-	-	-
Grades 7-8	-	10,367	-	-	-	-
Grades 9-12	-	12,015	312	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	**-**			**-**	**-**	**-**

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						**-**

RATES	**2024-25**		**12/13 deficited rate (adj. for COLA)**
ADA	**Level / # FTE**	**Allowance**	
Elementary			
1 - 24	1	271,219	153,034
25 - 48	2	536,727	306,069
49 - 72	3	802,469	459,103
73 - 96	4	1,067,976	612,137
High School			
1 - 19	1	228,561	124,216
1 - 19	2	325,871	248,433
1 - 19	3	723,865	551,762
20 - 38	4	886,800	675,978
39 - 57	5	1,049,736	800,196
58 - 71	6	1,212,671	924,412
72 - 86	7	1,375,607	1,048,629
87 - 100	8	1,538,542	1,172,846
101 - 114	9	1,701,478	1,297,062
115 - 129	10	1,864,413	1,421,278
130 - 143	11	2,027,349	1,545,495
144 - 171	12	2,190,285	1,669,712
172 - 210	13	2,622,556	1,793,928
211 - 248	14	3,096,053	1,918,145
249 - 286	15	3,569,557	2,042,361
NSS Add-on per ADA	-	-	

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2024-25	1.07%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,025	1,043	2,206	1,991
Grades 4-6	10,177	-	2,028	1,831
Grades 7-8	10,478	-	2,088	1,885
Grades 9-12	12,144	316	2,483	2,242

ADA & NSS FTE		**2024-25**						
		DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2021-22	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2023-24	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Grades 9-12	-	-	-	-	-	-				
3 PY AVERAGE ADA	-	-	-	-	-	-				
3 PRIOR YEAR NUMBER OF FTE		-	-	-	-	-				
CURRENT YEAR ADA (before charter shift)										
2024-25 Grades TK-3	-	-	-	-	-	-	-			
Grades 4-6	-	-	-	-	-	-	-			
Grades 7-8	-	-	-	-	-	-	-			
Grades 9-12	-	-	-	-	-	-	-			
CURRENT YEAR ADA	-	-	-	-	-	-	-			
CURRENT YEAR NUMBER OF FTE		-	-	-	-	-				

NSS FUNDING CALCULATIONS	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS	Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year					
NSS allowance level	-	-	-	-	-
NSS Allowance using PY	-	-	-	-	-
NSS Add-on using PY	-	-	-	-	-
Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average					
NSS allowance level	-	-	-	-	-
NSS Allowance using 3 PY average	-	-	-	-	-
NSS Add-on using 3 PY average	-	-	-	-	-
Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year					
NSS allowance level	-	-	-	-	-
NSS Allowance using CY	-	-	-	-	-
NSS Add-on using CY	-	-	-	-	-
Total NSS Allowance using CY	-	-	-	-	-
NSS allowance level >0?	NO	NO	NO	NO	NO
NSS Allowance if funded as NSS is based on	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
NSS Funding	-	-	-	-	-
NSS ADA Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
Total	-	-	-	-	-
NSS allowance Level	-	-	-	-	-

2024-25

Funded P2 NSS ADA and NSS Allowances	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
202 **NSS Allowance**						
Third Prior Year 2021-22						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2023-24						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Current Year 2024-25						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Funded **NSS allowance Level**	-	-	-	-	-	
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	10,025	1,043	-	-	-
Grades 4-6	-	10,177	-	-	-	-
Grades 7-8	-	10,478	-	-	-	-
Grades 9-12	-	12,144	316	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	-			-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						-

RATES	**2025-26**		**12/13 def. rate + COLA for EPA**
ADA	**Level / # FTE**	**Allowance**	
Elementary			
1 - 24	1	277,457	156,554
25 - 48	2	549,072	313,109
49 - 72	3	820,926	469,662
73 - 96	4	1,092,539	626,216
High School			
1 - 19	1	233,818	127,073
1 - 19	2	333,366	254,147
1 - 19	3	740,514	564,453
20 - 38	4	907,196	691,525
39 - 57	5	1,073,880	818,601
58 - 71	6	1,240,562	945,673
72 - 86	7	1,407,246	1,072,747
87 - 100	8	1,573,928	1,199,821
101 - 114	9	1,740,612	1,326,894
115 - 129	10	1,907,294	1,453,967
130 - 143	11	2,073,978	1,581,041
144 - 171	12	2,240,662	1,708,115
172 - 210	13	2,682,875	1,835,188
211 - 248	14	3,167,262	1,962,262
249 - 286	15	3,651,657	2,089,335
NSS Add-on per ADA	-		-

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2025-26	2.30%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,256	1,067	2,258	2,039
Grades 4-6	10,411	-	2,076	1,875
Grades 7-8	10,719	-	2,137	1,930
Grades 9-12	12,423	323	2,541	2,295

ADA & NSS FTE		**2025-26** DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
Third PY ADA (net of charter shift)								
2022-23	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2023-24	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2024-25	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	PRIOR YEAR ADA	-	-	-	-	-	-	
PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
THREE PRIOR YEAR AVERAGE (net of charter shift)								
	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	3 PY AVERAGE ADA	-	-	-	-	-	-	
3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
CURRENT YEAR ADA (before charter shift)								
2025-26	Grades TK-3	-	-	-	-	-	-	-
	Grades 4-6	-	-	-	-	-	-	-
	Grades 7-8	-	-	-	-	-	-	-
	Grades 9-12	-	-	-	-	-	-	-
	CURRENT YEAR ADA	-	-	-	-	-	-	-
CURRENT YEAR NUMBER OF FTE			-	-	-	-	-	

NSS FUNDING CALCULATIONS	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS	Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year					
NSS allowance level	-	-	-	-	-
NSS Allowance using PY	-	-	-	-	-
NSS Add-on using PY	-	-	-	-	-
Total NSS Allowance using PY	-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average					
NSS allowance level	-	-	-	-	-
NSS Allowance using 3 PY average	-	-	-	-	-
NSS Add-on using 3 PY average	-	-	-	-	-
Total NSS Allowance using 3 PY average	-	-	-	-	-
NSS Allowance if funded as NSS & on current year					
NSS allowance level	-	-	-	-	-
NSS Allowance using CY	-	-	-	-	-
NSS Add-on using CY	-	-	-	-	-

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Total NSS Allowance using CY	-	-	-	-	-	
NSS allowance level >0?	NO	NO	NO	NO	NO	
NSS Allowance if funded as NSS is based on	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr	
NSS Funding	-	-	-	-	-	
NSS ADA Grades TK-3	-	-	-	-	-	
Grades 4-6	-	-	-	-	-	
Grades 7-8	-	-	-	-	-	
Grades 9-12	-	-	-	-	-	
Total	-	-	-	-	-	
NSS allowance Level	-	-	-	-	-	

Funded P2 NSS ADA and NSS Allowances	2025-26 NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	
202 **NSS Allowance**						
Third Prior Year 2022-23						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Second Prior Year 2023-24						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
Prior Year 2024-25						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Current Year 2025-26						
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-
Funded **NSS allowance Level**	-	-	-	-	-	
NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-
NSS Allowances	-	-	-	-	-	-

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates Base	Rates Grade Span	Amounts Base	Amounts Grade Span	Total
Grades TK-3	-	10,256	1,067	-	-	-
Grades 4-6	-	10,411	-	-	-	-
Grades 7-8	-	10,719	-	-	-	-
Grades 9-12	-	12,423	323	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	-			-	-	-

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						-

RATES 2026-27			12/13 def. rate + COLA for EPA
ADA	Level / # FTE	Allowance	
Elementary			
1 - 24	1	285,836	161,282
25 - 48	2	565,654	322,565
49 - 72	3	845,718	483,846
73 - 96	4	1,125,534	645,128
High School			
1 - 19	1	240,879	130,911
1 - 19	2	343,434	261,822
1 - 19	3	762,878	581,499
20 - 38	4	934,593	712,409
39 - 57	5	1,106,311	843,323
58 - 71	6	1,278,027	974,232
72 - 86	7	1,449,745	1,105,144
87 - 100	8	1,621,461	1,236,056

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2026-27	3.02%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,566	1,099	2,323	2,100
Grades 4-6	10,725	-	2,136	1,931
Grades 7-8	11,043	-	2,199	1,988
Grades 9-12	12,798	333	2,615	2,364

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

635	101 - 114	9	1,793,178	1,366,966
636	115 - 129	10	1,964,894	1,497,877
637	130 - 143	11	2,136,612	1,628,788
638	144 - 171	12	2,308,330	1,759,700
639	172 - 210	13	2,763,898	1,890,611
640	211 - 248	14	3,262,913	2,021,522
641	249 - 286	15	3,761,937	2,152,433
642				
643	NSS Add-on per ADA		-	-

	ADA & NSS FTE		2026-27 DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	NPS, CDS, & COE operated
646	Third PY ADA (net of charter shift)								
647	2023-24	Grades TK-3	-	-	-	-	-	-	
648		Grades 4-6	-	-	-	-	-	-	
649		Grades 7-8	-	-	-	-	-	-	
650		Grades 9-12	-	-	-	-	-	-	
651		Third PRIOR YEAR ADA	-	-	-	-	-	-	
652	Third PY NUMBER OF FTE			-	-	-	-	-	
653	Second PY ADA (net of charter shift)								
654	2024-25	Grades TK-3	-	-	-	-	-	-	
655		Grades 4-6	-	-	-	-	-	-	
656		Grades 7-8	-	-	-	-	-	-	
657		Grades 9-12	-	-	-	-	-	-	
658		Second PRIOR YEAR ADA	-	-	-	-	-	-	
659	Second PY NUMBER OF FTE			-	-	-	-	-	
660	PRIOR YEAR ADA (net of charter shift)								
661	2025-26	Grades TK-3	-	-	-	-	-	-	
662		Grades 4-6	-	-	-	-	-	-	
663		Grades 7-8	-	-	-	-	-	-	
664		Grades 9-12	-	-	-	-	-	-	
665		PRIOR YEAR ADA	-	-	-	-	-	-	
666	PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
667	THREE PRIOR YEAR AVERAGE (net of charter shift)								
668		Grades TK-3	-	-	-	-	-	-	
669		Grades 4-6	-	-	-	-	-	-	
670		Grades 7-8	-	-	-	-	-	-	
671		Grades 9-12	-	-	-	-	-	-	
672		3 PY AVERAGE ADA	-	-	-	-	-	-	
673	3 PRIOR YEAR NUMBER OF FTE			-	-	-	-	-	
674	CURRENT YEAR ADA (before charter shift)								
675	2026-27	Grades TK-3	-	-	-	-	-	-	-
676		Grades 4-6	-	-	-	-	-	-	-
677		Grades 7-8	-	-	-	-	-	-	-
678		Grades 9-12	-	-	-	-	-	-	-
679		CURRENT YEAR ADA	-	-	-	-	-	-	-
680	CURRENT YEAR NUMBER OF FTE			-	-	-	-	-	

	NSS FUNDING CALCULATIONS		NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
682	Eligibility as a NSS		Eligible	Eligible	Eligible	Eligible	Eligible
683	Type of NSS school		Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
684	NSS Allowance if funded as NSS & on prior year						
685		NSS allowance level	-	-	-	-	-
686		NSS Allowance using PY	-	-	-	-	-
687		NSS Add-on using PY	-	-	-	-	-
688		Total NSS Allowance using PY	-	-	-	-	-
689	NSS Allowance if funded as NSS & on 3 PY average						
690		NSS allowance level	-	-	-	-	-
691		NSS Allowance using 3 PY average	-	-	-	-	-
692		NSS Add-on using 3 PY average	-	-	-	-	-
693		Total NSS Allowance using 3 PY average	-	-	-	-	-
694	NSS Allowance if funded as NSS & on current year						
695		NSS allowance level	-	-	-	-	-
696		NSS Allowance using CY	-	-	-	-	-
697		NSS Add-on using CY	-	-	-	-	-
698		Total NSS Allowance using CY	-	-	-	-	-
699		NSS allowance level >0?	NO	NO	NO	NO	NO
700	NSS Allowance if funded as NSS is based on		Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
701		NSS Funding	-	-	-	-	-
702		NSS ADA Grades TK-3	-	-	-	-	-
703		Grades 4-6	-	-	-	-	-
704		Grades 7-8	-	-	-	-	-
705		Grades 9-12	-	-	-	-	-
706		Total	-	-	-	-	-
707		NSS allowance Level	-	-	-	-	-
708							
709							
710							

	Funded P2 NSS ADA and NSS Allowances		2026-27 NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
713	Best funding option calculated is:		LCFF	LCFF	LCFF	LCFF	LCFF	
714	Selected funding method:		LCFF	LCFF	LCFF	LCFF	LCFF	
715	202 **NSS Allowance**							
716	**Third Prior Year**	2023-24						
717	**NSS ADA**							
718	Grades TK-3		-	-	-	-	-	-
719	Grades 4-6		-	-	-	-	-	-
720	Grades 7-8		-	-	-	-	-	-
721	Grades 9-12		-	-	-	-	-	-
722	**P2 NSS ADA**		-	-	-	-	-	-
723	**Second Prior Year**	2024-25						
724	**NSS ADA**							

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
Prior Year 2025-26								
NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Current Year 2026-27								
NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Funded **NSS allowance Level**	**-**	**-**	**-**	**-**	**-**			
NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-	-	-	-
NSS Allowances	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Exclude: LCFF Adjusted Base Funding for NSS ADA	NSS ADA	Rates		Amounts		Total
		Base	**Grade Span**	**Base**	**Grade Span**	
Grades TK-3	-	10,566	1,099	-	-	-
Grades 4-6	-	10,725	-	-	-	-
Grades 7-8	-	11,043	-	-	-	-
Grades 9-12	-	12,798	333	-	-	-
Total Exclusion: LCFF Adjusted Base Funding for NSS ADA	**-**			**-**	**-**	**-**

Adjusted NSS Allowance (Deficited) for EPA	NSS 1	NSS 2	NSS 3	NSS 4	NSS 5	
Funding at 12-13 levels (deficited)						
NSS Allowances	-	-	-	-	-	-
NSS Add-on						
NSS Add-on per ADA	-	-	-	-	-	
Funded ADA	-	-	-	-	-	
NSS Add-on	-	-	-	-	-	-
TOTAL Adjusted NSS Allowance (Deficited) for EPA						**-**

RATES	**2027-28**		**12/13 def. rate + COLA for EPA**
ADA	**Level / # FTE**	**Allowance**	
Elementary			
1 - 24	1	295,612	166,798
25 - 48	2	584,999	333,597
49 - 72	3	874,642	500,394
73 - 96	4	1,164,027	667,191
High School			
1 - 19	1	249,117	135,388
1 - 19	2	355,179	270,776
1 - 19	3	788,968	601,386
20 - 38	4	966,556	736,773
39 - 57	5	1,144,147	872,165
58 - 71	6	1,321,736	1,007,551
72 - 86	7	1,499,326	1,142,940
87 - 100	8	1,676,915	1,278,329
101 - 114	9	1,854,505	1,413,716
115 - 129	10	2,032,093	1,549,104
130 - 143	11	2,209,684	1,684,493
144 - 171	12	2,387,275	1,819,882
172 - 210	13	2,858,423	1,955,270
211 - 248	14	3,374,505	2,090,658
249 - 286	15	3,890,595	2,226,046
NSS Add-on per ADA	-		-

The elementary NSS allowance is based on a combination of ADA and the number of full-time teachers (EC 42282). For High Schools, NSS will use the allowance based on only the ADA or the allowance based only on the number of certificated employees, whichever provides the lesser amount (EC 42284). The allowance amounts shown in the tables reflect COLA & Augmentation.

Funded COLA 2027-28	3.42%
Proration Factor	0.00%

LCFF Rates per ADA

	Base	Gr Span	Supp	Concen
Grades TK-3	10,927	1,136	2,403	2,172
Grades 4-6	11,092	-	2,209	1,997
Grades 7-8	11,421	-	2,275	2,056
Grades 9-12	13,236	344	2,705	2,445

ADA & NSS FTE		**2027-28**						NPS, CDS, & COE operated
		DISTRICT	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	
Third PY ADA (net of charter shift)								
2024-25	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Third PRIOR YEAR ADA	-	-	-	-	-	-	
Third PY NUMBER OF FTE			-	-	-	-	-	
Second PY ADA (net of charter shift)								
2025-26	Grades TK-3	-	-	-	-	-	-	
	Grades 4-6	-	-	-	-	-	-	
	Grades 7-8	-	-	-	-	-	-	
	Grades 9-12	-	-	-	-	-	-	
	Second PRIOR YEAR ADA	-	-	-	-	-	-	
Second PY NUMBER OF FTE			-	-	-	-	-	
PRIOR YEAR ADA (net of charter shift)								
2026-27	Grades TK-3	-	-	-	-	-	-	

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

NECESSARY SMALL SCHOOLS (NSS)

The calculator is constructed to include all ADA for purposes of calculating the Base, Grade Span adjustment, Supplemental and Concentration grants. The ADA funded under NSS is returned to the calculator as a negative number to allow display of total LCFF- funded ADA. Similarly, the base grant and grade span adjustment grants generated by NSS ADA are returned as negative numbers. The NSS Allowance replaces the base and grade span and is returned as a positive amount. Supplemental and Concentration grants are not affected by this calculation.

SECTION 1: DATA NEEDED TO CALCULATE FUNDING

Grades 4-6	-	-	-	-	-	-		
Grades 7-8	-	-	-	-	-	-		
Grades 9-12	-	-	-	-	-	-		
PRIOR YEAR ADA	-	-	-	-	-	-		
PRIOR YEAR NUMBER OF FTE		-	-	-	-	-		
THREE PRIOR YEAR AVERAGE (net of charter shift)								
Grades TK-3	-	-	-	-	-	-		
Grades 4-6	-	-	-	-	-	-		
Grades 7-8	-	-	-	-	-	-		
Grades 9-12	-	-	-	-	-	-		
3 PY AVERAGE ADA	-	-	-	-	-	-		
3 PRIOR YEAR NUMBER OF FTE		-	-	-	-	-		
CURRENT YEAR ADA (before charter shift)								
2027-28 Grades TK-3	-	-	-	-	-	-	-	
Grades 4-6	-	-	-	-	-	-	-	
Grades 7-8	-	-	-	-	-	-	-	
Grades 9-12	-	-	-	-	-	-	-	
CURRENT YEAR ADA	-	-	-	-	-	-	-	
CURRENT YEAR NUMBER OF FTE		-	-	-	-	-		

NSS FUNDING CALCULATIONS		NSS 1	NSS 2	NSS 3	NSS 4	NSS 5
Eligibility as a NSS		Eligible	Eligible	Eligible	Eligible	Eligible
Type of NSS school		Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
NSS Allowance if funded as NSS & on prior year						
NSS allowance level		-	-	-	-	-
NSS Allowance using PY		-	-	-	-	-
NSS Add-on using PY		-	-	-	-	-
Total NSS Allowance using PY		-	-	-	-	-
NSS Allowance if funded as NSS & on 3 PY average						
NSS allowance level		-	-	-	-	-
NSS Allowance using 3 PY average		-	-	-	-	-
NSS Add-on using 3 PY average		-	-	-	-	-
Total NSS Allowance using 3 PY average		-	-	-	-	-
NSS Allowance if funded as NSS & on current year						
NSS allowance level		-	-	-	-	-
NSS Allowance using CY		-	-	-	-	-
NSS Add-on using CY		-	-	-	-	-
Total NSS Allowance using CY		-	-	-	-	-
NSS allowance level >0?		NO	NO	NO	NO	NO
NSS Allowance if funded as NSS is based on		Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
NSS Funding		-	-	-	-	-
NSS ADA	Grades TK-3	-	-	-	-	-
	Grades 4-6	-	-	-	-	-
	Grades 7-8	-	-	-	-	-
	Grades 9-12	-	-	-	-	-
	Total	-	-	-	-	-
NSS allowance Level		-	-	-	-	-

	2027-28					
Funded P2 NSS ADA and NSS Allowances	NSS 1 #	NSS 2 #	NSS 3 #	NSS 4 #	NSS 5 #	TOTAL
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	
Selected funding method:	LCFF	LCFF	LCFF	LCFF	LCFF	

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

Charts and Graphs

Charts and graphs provided on this tab represent one computational methodology and are not intended to set or communicate any standards of the California Department of Education (CDE) or the Fiscal Crisis and Management Assistance Team (FCMAT). **The Graphs tab remains unprotected to allow editing for local standards.**

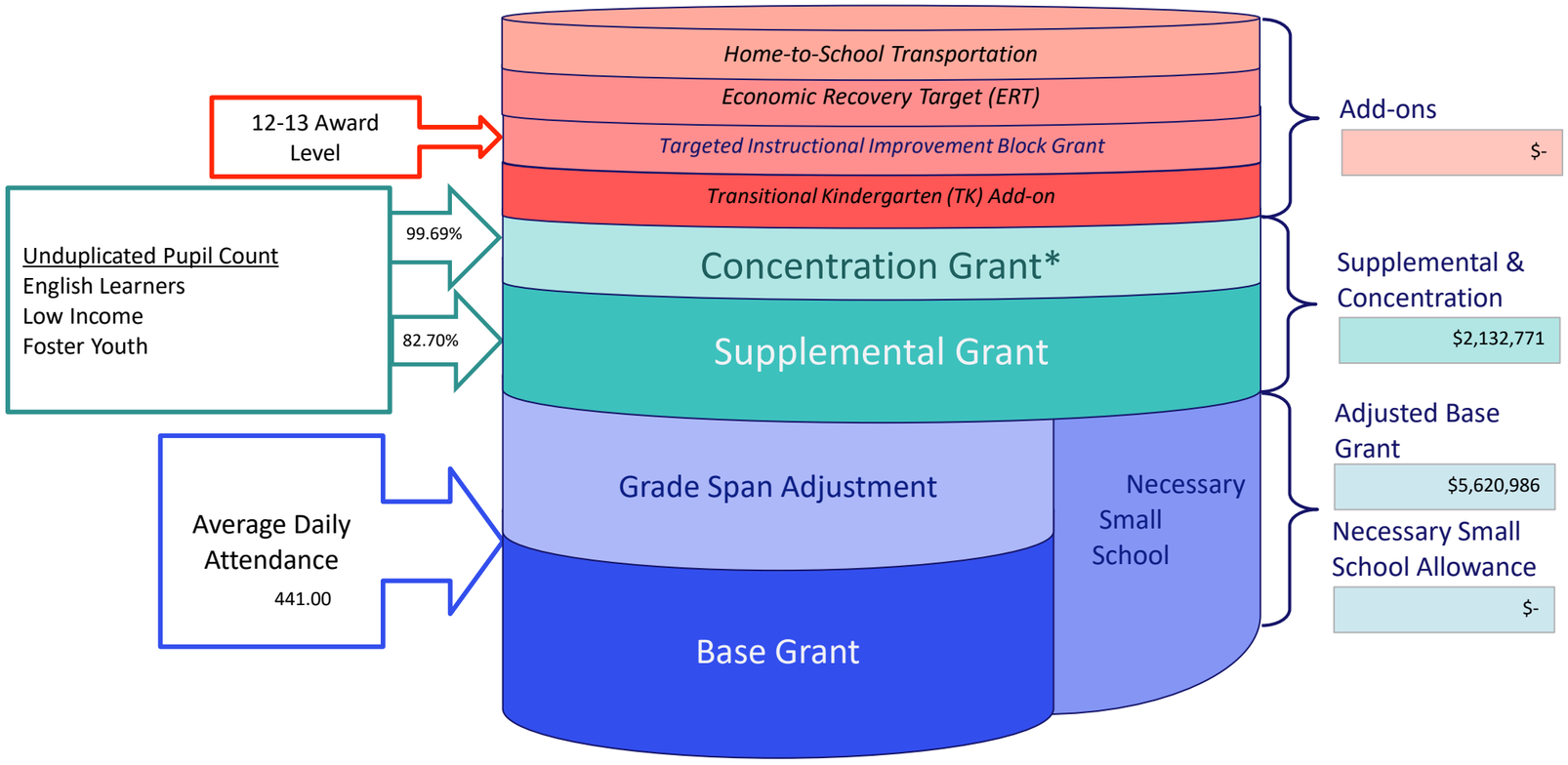
2025-26

Change the fiscal year here to update all of the charts and graphics on this page that only display one fiscal year.

Components of LCFF Entitlement

		2025-26				
Base Grant	$	5,478,543			441.00	ADA
Grade Span Adjustment	$	142,443		$	5,620,986	Adjusted Base Grant
Supplemental Grant	$	1,120,712	99.69%			
Concentration Grant	$	1,012,059	82.70%	$	2,132,771	Supplemental & Concentration
Allowance: Necessary Small School	$	-		$	-	Allowance
Add-on: Targeted Instructional Improvement Block Grant	$	-				
Add-on: Home-to-School Transportation	$	-				
Add-on: Small School District Bus Replacement Program	$	-		$	-	Add-ons
Add-on Economic Recovery Target	$	-				
Add-on: Transitional Kindergarten	$	-				
Total	$	7,753,757		$	7,753,757	

Total LCFF Funding: $7,753,757



*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

Charts and Graphs

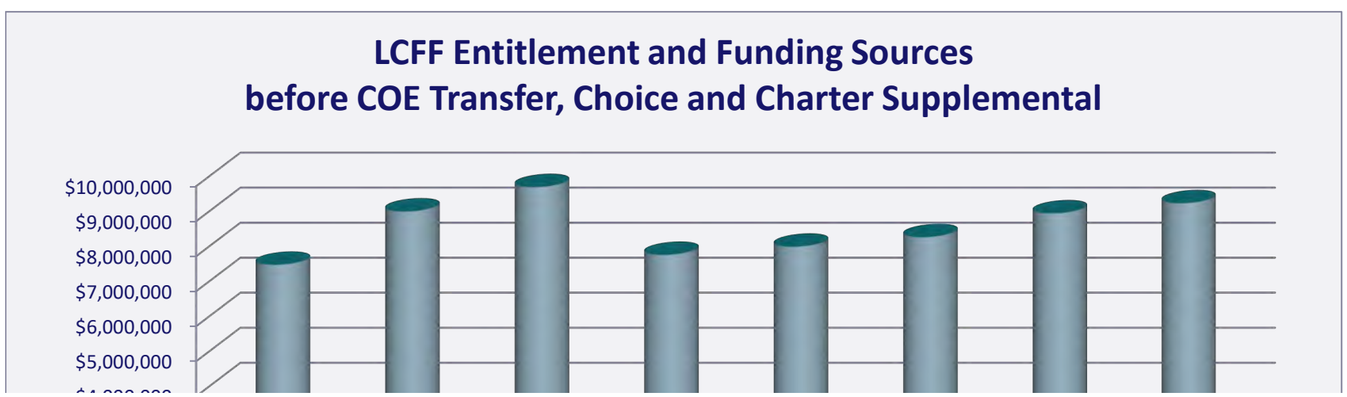
Supplemental Grant Calculation-EC 42238.02 (e)

2025-26	Base Grant	Grade Span Adjustment	Supplemental Grant Factor	Maximum Supplemental Grant Rate per ADA (100% UPP)	Unduplicated Pupil Percentage	Effective Supplemental Grant Rate	ADA	Supplemental Grant
	a	*b*	*c*	*d = (a+b) x c*	*e*	*f = (a+b) x c x e*	*g*	*h = f x g*
*Grades TK-3	$ 10,256	$ 1,067	20.00%	$ 2,264.60	99.69%	**$ 2,257.58**	-	-
Grades 4-6	$ 10,411	$ -	20.00%	$ 2,082.20	99.69%	**$ 2,075.75**	-	-
Grades 7-8	$ 10,719	$ -	20.00%	$ 2,143.80	99.69%	**$ 2,137.15**	-	-
*Grades 9-12	$ 12,423	$ 323	20.00%	$ 2,549.20	99.69%	**$ 2,541.30**	441.00	**1,120,712**
*Base Grant + Grade Span								**$ 1,120,712**

Concentration Grant Calculation-EC 42238.02 (f)

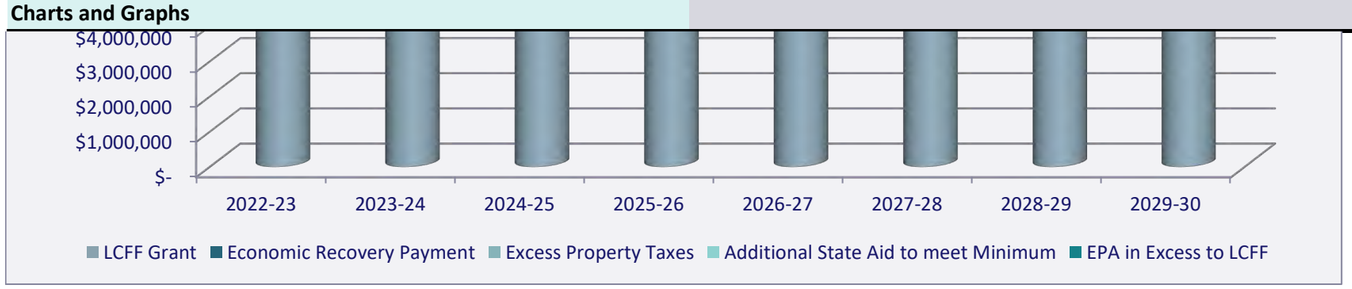
2025-26	Base Grant	Grade Span Adjustment	Concentration Grant Factor	Maximum Concentration Grant Rate per ADA (100% UPP)	Unduplicated Pupil Percentage greater than 55%	Effective Concentration Grant Rate	ADA	Concentration Grant
	a	*b*	*c*	*d = (a+b) x c x 45%*	*e = UPP - 55%*	*f = (a+b) x c x e*	*g*	*h = f x g*
*Grades TK-3	$ 10,256	$ 1,067	65.00%	$ 3,311.98	27.70%	**$ 2,038.71**	-	-
Grades 4-6	$ 10,411	$ -	65.00%	$ 3,045.22	27.70%	**$ 1,874.50**	-	-
Grades 7-8	$ 10,719	$ -	65.00%	$ 3,135.31	27.70%	**$ 1,929.96**	-	-
*Grades 9-12	$ 12,423	$ 323	65.00%	$ 3,728.21	27.70%	**$ 2,294.92**	441.00	**1,012,059**
*Base Grant + Grade Span								**$ 1,012,059**

Funding Sources	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Excess Property Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional State Aid to meet Minimum	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EPA in Excess to LCFF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Economic Recovery Payment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCFF Grant	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802
Total General Purpose Funding	$ 7,469,928	$ 8,994,009	$ 9,691,183	$ 7,753,757	$ 7,986,457	$ 8,259,905	$ 8,940,494	$ 9,229,802

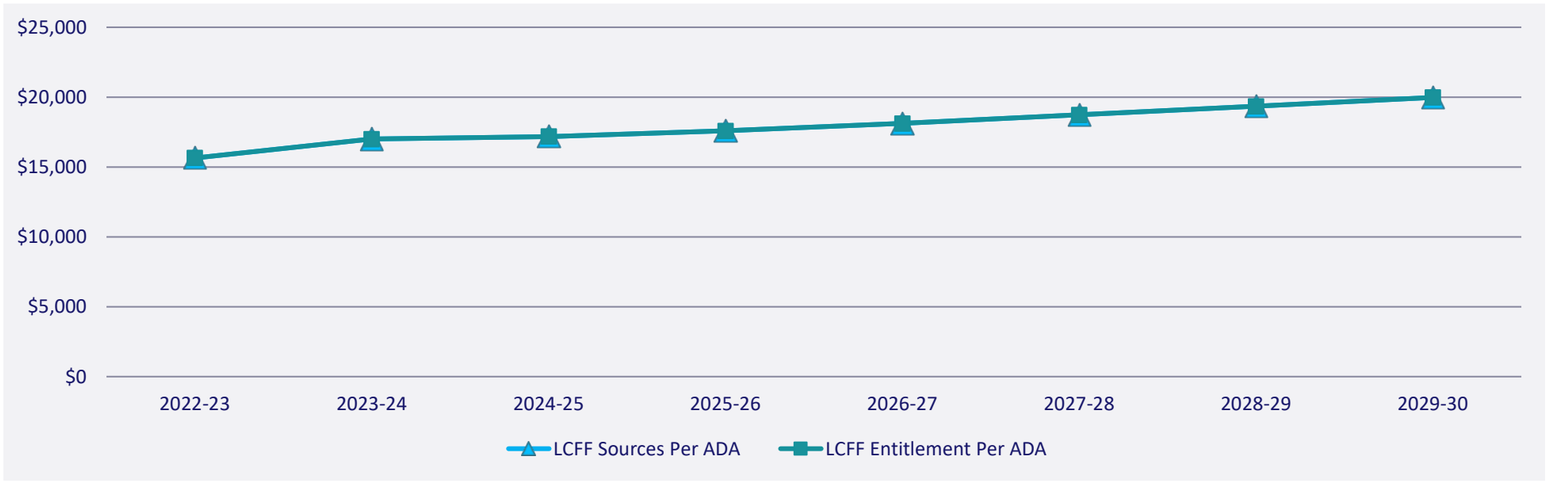


Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

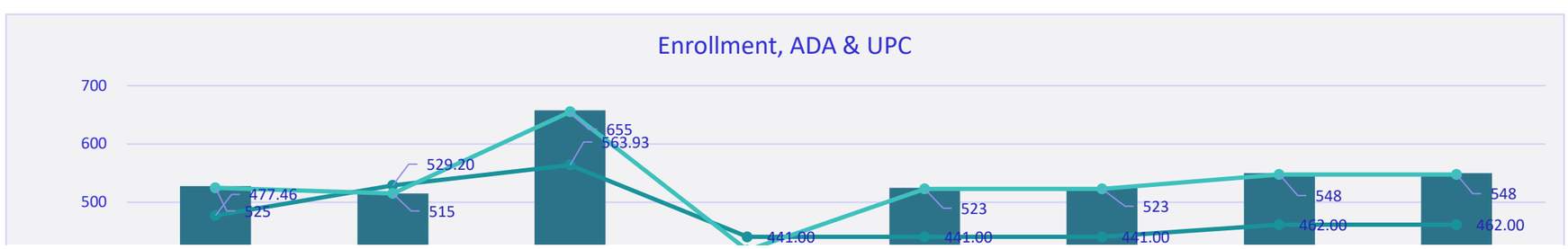
Charts and Graphs



LCFF Entitlement per ADA								
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Funded ADA (LCFF & NSS)	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00
LCFF Sources per ADA, including NSS	$ 15,645.14	$ 16,995.48	$ 17,185.08	$ 17,582.22	$ 18,109.88	$ 18,729.94	$ 19,351.72	$ 19,977.93
Net Dollar Change per ADA		$ 1,350.34	$ 189.60	$ 397.13	$ 527.66	$ 620.06	$ 621.78	$ 626.21
Net Percent Change		8.63%	1.12%	2.31%	3.00%	3.42%	3.32%	3.24%
Estimated LCFF Entitlement per ADA (excludes minimum state aid)	$ 15,645.14	$ 16,995.48	$ 17,185.08	$ 17,582.22	$ 18,109.88	$ 18,729.94	$ 19,351.72	$ 19,977.93
Net Change per ADA		$ 1,350.34	$ 189.60	$ 397.13	$ 527.66	$ 620.06	$ 621.78	$ 626.21
Net Percent Change		8.63%	1.12%	2.31%	3.00%	3.42%	3.32%	3.24%

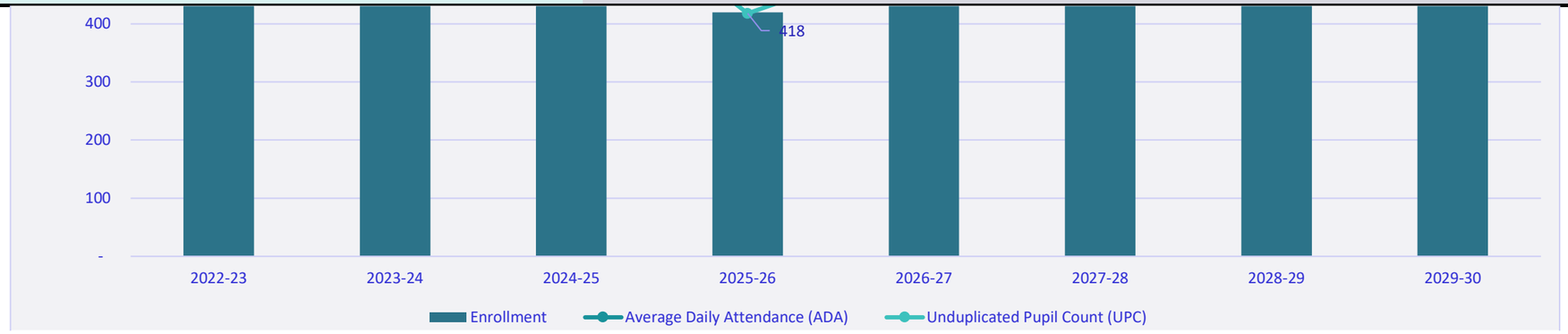


Student Summary, excluding COE								
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Enrollment	528	515	658	420	525	525	550	550
Unduplicated Pupil Count (UPC)	525	515	655	418	523	523	548	548
Average Daily Attendance (ADA)	477.46	529.20	563.93	441.00	441.00	441.00	462.00	462.00



Escuela Popular/Center for Training and Careers, Family Learning (107151) - FY26 Ist Interim

Charts and Graphs



ESCUELA POPULAR DEL PUEBLO

CONSOLIDATED
AUDIT REPORT

FOR THE YEAR ENDED
JUNE 30, 2025

A NONPROFIT PUBLIC BENEFIT CORPORATION
OPERATING THE FOLLOWING CALIFORNIA CHARTER SCHOOLS

Escuela Popular Accelerated Family Learning (Charter No. 0502)
Escuela Popular Center for Training and Careers (Charter No. 0646)

AND CONSOLIDATED WITH

149 N. White Road, LLC

ESCUELA POPULAR DEL PUEBLO
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JUNE 30, 2025

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Escuela Popular Del Pueblo which comprise the consolidated statement of financial position as of June 30, 2025, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Escuela Popular Del Pueblo as of June 30, 2025, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Escuela Popular Del Pueblo and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Escuela Popular Del Pueblo's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Escuela Popular Del Pueblo's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information listed in the table of contents, including the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 28, 2026, on our consideration of Escuela Popular Del Pueblo's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters.

Other Reporting Required by *Government Auditing Standards* (continued)

The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Escuela Popular Del Pueblo's internal control over financial reporting and compliance.

Christy White, Inc.

San Diego, California
January 28, 2026

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2025

ASSETS	
Current assets	
Cash and cash equivalents	$ 29,121,767
Accounts receivable	2,177,419
Prepaid expenses	56,122
Total current assets	31,355,308
Noncurrent assets	
Deposits	30,000
Capital assets, net	16,727,503
Total noncurrent assets	16,757,503
Total Assets	$ 48,112,811
LIABILITIES AND NET ASSETS	
Liabilities	
Accounts payable	$ 3,299,950
Deferred revenue	1,323,439
Bonds payable	20,212,033
Total liabilities	24,835,422
Net assets	
Without donor restrictions	23,277,389
Total net assets	23,277,389
Total Liabilities and Net Assets	$ 48,112,811

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

	Without Donor Restrictions
SUPPORT AND REVENUES	
Federal and state support and revenues	
Local control funding formula, state aid	$ 12,558,201
Federal revenues	1,046,706
Other state revenues	4,025,974
Total federal and state support and revenues	17,630,881
Local support and revenues	
Payments in lieu of property taxes	4,804,399
Grants and donations	76,502
Investment income, net	730,610
Other local revenues	170,755
Total local support and revenues	5,782,266
Total Support and Revenues	23,413,147
EXPENSES	
Program services	13,984,343
Supporting services	
Management and general	5,010,963
Fundraising	16,643
Total Expenses	19,011,949
CHANGE IN NET ASSETS	4,401,198
Net Assets - Beginning	18,876,191
Net Assets - Ending	$ 23,277,389

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2025

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total
EXPENSES				
Personnel expenses				
Certificated salaries	$ 2,941,112	$ 122,742	$ -	$ 3,063,854
Non-certificated salaries	4,662,703	663,694	-	5,326,397
Pension plan contributions	592,123	24,672	-	616,795
Payroll taxes	194,178	6,386	-	200,564
Other employee benefits	2,224,747	83,528	-	2,308,275
Total personnel expenses	10,614,863	901,022	-	11,515,885
Non-personnel expenses				
Books and supplies	647,522	89,580	-	737,102
Insurance	-	179,103	-	179,103
Facilities	667,897	686,884	-	1,354,781
Professional services	1,884,382	459,221	16,643	2,360,246
Interest expense	-	1,348,238	-	1,348,238
Depreciation	50,425	624,085	-	674,510
Fees to authorizing agency	15,170	154,345	-	169,515
Other operating expenses	104,084	568,485	-	672,569
Total non-personnel expenses	3,369,480	4,109,941	16,643	7,496,064
Total Expenses	$ 13,984,343	$ 5,010,963	$ 16,643	$ 19,011,949

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 4,401,198
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Depreciation	674,510
(Increase) decrease in operating assets	
Accounts receivable	552,524
Prepaid expenses	(38,411)
Deposits	(1,145)
Increase (decrease) in operating liabilities	
Accounts payable	(1,145,201)
Deferred revenue	(703,646)
Net cash provided by (used in) operating activities	3,739,829
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of capital assets	(22,660)
Net cash provided by (used in) investing activities	(22,660)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on bonds payable	(315,000)
Net cash provided by (used in) financing activities	(315,000)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	3,402,169
Cash and cash equivalents - Beginning	25,719,598
Cash and cash equivalents - Ending	$ 29,121,767
SUPPLEMENTAL DISCLOSURE	
Cash paid for interest	$ 1,356,900

The notes to the consolidated financial statements are an integral part of this statement.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Escuela Popular Del Pueblo (the Charter) is a non-profit public benefit corporation that was incorporated in the State of California on October 2, 2000. The Charter is comprised of two charter schools, Escuela Popular Accelerated Family Learning Center (EPAFLC) and Escuela Popular Center for Training and Careers (EPCTC). Both schools were granted a five-year charter under the sponsorship of the East Side Union High School District, pursuant to the terms of the Charter Schools Act of 1992.

EPAFLC is a family learning center that serves Transitional Kindergarten through Grade 12. EPAFLC was developed as a grassroots effort to serve the unique needs of the Latino community in East San Jose.

EPCTC is a high school that serves students in Grades 9 through 12 who are over the age of 19. Many of these students have previously dropped out of school and are looking for a second chance to earn their high school degree. EPCTC combines a rigorous, standards-based academic program with relevant job skills training. EPCTC equips its students with a high school diploma and relevant job skills that will enables them to be effective members in today's workforce.

The Charter is the sole member of 149 N. White Road LLC (LLC), which was created in May 2017 to purchase school facilities utilized by EPAFLC and EPCTC. During the fiscal year end June 30, 2025, the Charter leased two facilities from the LLC (See Note 10). Collectively, the Charter and LLC are referred to as the "Organization".

B. Basis of Accounting

The Organization's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

C. Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Escuela Popular Del Pueblo and 149 N. White Road, LLC, which comprise the Organization as a whole. Intercompany accounts and transactions have been eliminated in consolidation.

D. Financial Statement Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). ASC 958-205 was effective July 1, 2018. Under the Guide, the Organization is required to report information regarding its financial position and activities according to two classes of net assets:

Net assets without donor restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions – These assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires (that is until the stipulated time restriction ends or the purpose of the restriction is accomplished) the net assets are restricted. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

D. Financial Statement Presentation (continued)

As a public charter school, the Charter also accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual* presented in Procedure 810 Charter Schools. Fund accounting is not used in the Charter's financial statement presentation.

E. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

F. Contributions

Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the statement of activities as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restriction support. Contributions restricted for the acquisition of land, buildings, and equipment are reported as net assets without restriction upon acquisition of the assets and the assets are placed in service.

Non-cash contributions of goods, materials, and facilities are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone possessing those skills, and would have to be purchased by the organization if not donated.

G. In Lieu of Property Tax Revenue

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31. The County bills and collects the taxes for the authorizing agency. In lieu of distributing funds out of property tax proceeds, the authorizing agency makes monthly payments to Escuela Popular Del Pueblo. Revenues are recognized by the Charter when earned.

H. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenses have been allocated between program and supporting services based on management's estimates.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Cash and Cash Equivalents

Escuela Popular Del Pueblo considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

J. Investments

The Organization's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Gains and losses resulting from adjustments to fair values are included in the accompanying statement of activities. Investment return is presented net of any investment fees.

K. Receivables and Allowances

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is established, as necessary, based on past experience and other factors which, in management's judgment, deserve current recognition in estimating bad debts. Such factors include the relationship of the allowance for doubtful accounts to accounts receivable and current economic conditions. Based on review of these factors, the Charter establishes or adjusts the allowance for specific revenue sources as a whole. At June 30, 2025, an allowance for doubtful accounts was not considered necessary as all accounts receivable were deemed collectible.

L. Capital Assets

The Organization has adopted a policy to capitalize asset purchases over $5,000. Lesser amounts are expensed. Donations of capital assets are recorded as contributions at their estimated fair value. Such donations are reported as net assets without donor restrictions. Capital assets are depreciated using the straight-line method over the estimated useful lives of the property and equipment or the related lease terms.

M. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the organization prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

N. Lease Arrangements

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*, a new lease standard effective no later than the fiscal year 2022-23. Under FASB ASC 842, a right-of-use asset and a related lease liability must be recorded on the statement of financial position (balance sheet) for proper recognition of any operating lease. A right-of-use asset is an intangible asset that pertains to the lessee's right to occupy, operate, and hold a leased asset during the agreed rental period. A lease liability is the financial obligation for the payments required by the lease, discounted to present value.

O. Income Taxes

Escuela Popular Del Pueblo is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Charter is exempt from state franchise or income tax under Section 23701(d) and the LLC under 23701(h) of the California Revenue and Taxation Code. As a school, the Charter is not required to register with the California Attorney General as a charity.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Income Taxes (continued)

The Organization's management believes all of its significant tax positions would be upheld under examination; therefore, no provision for income tax has been recorded. The Organization's information and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

P. Fair Value Measurements

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The three levels of the fair value hierarchy are described below:

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.
Level 2	Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents, as of June 30, 2025, consists of the following:

Cash with fiscal agent	$ 15,420,024
Cash in banks	13,701,743
Total Cash and Cash Equivalents	$ 29,121,767

Cash with Fiscal Agent

The Organization, under the LLC, maintains $15,420,024 of its cash with Wilmington Trust in money market investment funds. The fiscal agent is a trustee authorized to hold reserve funds related to the bonded debt. Cash with fiscal agent is carried at amortized cost on behalf of the Organization. These types of investments do not qualify as securities as defined in FASB ASB 820, *Investments – Debt and Equity Securities*, thus the fair value disclosures required by ASC 820 are not provided.

Cash in Banks

Custodial Credit Risk
As of June 30, 2025, $13,808,698 of the Escuela Popular Del Pueblo's bank balance was exposed to custodial credit risk as there were deposits over $250,000 in accounts held at one or more banks. Custodial credit risk is the risk that in the event of a bank failure, an organization's deposits may not be returned to it. Escuela Popular Del Pueblo does have a policy for custodial credit risk for deposits. The FDIC insures up to $250,000 per depositor per insured bank.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2025, consists of the following:

Local control funding sources, state aid	$ 396,606
Federal sources	277,971
Other state sources	837,522
In lieu property tax payments	559,796
Other local sources	105,524
Total Accounts Receivable	$ 2,177,419

NOTE 4 – CAPITAL ASSETS

A summary of activity related to capital assets during the year ended June 30, 2025 consists of the following:

Escuela Popular Del Pueblo Schools	Balance July 1, 2024	Additions	Disposals	Balance June 30, 2025
Property and equipment				
Buildings and building improvements	$ 2,040,300	$ 6,249	$ -	$ 2,046,549
Site and leasehold improvements	186,029	-	-	186,029
Furniture and equipment	419,513	16,411	-	435,924
Total property and equipment	2,645,842	22,660	-	2,668,502
Less accumulated depreciation	(1,022,183)	(67,234)	-	(1,089,417)
Capital Assets, net	$ 1,623,659	$ (44,574)	$ -	$ 1,579,085

149 N White, LLC	Balance July 1, 2024	Additions	Disposals	Balance June 30, 2025
Buildings	$ 19,356,139	$ -	$ -	$ 19,356,139
Less accumulated depreciation	(3,600,445)	(607,276)	-	(4,207,721)
Capital Assets, net	$ 15,755,694	$ (607,276)	$ -	$ 15,148,418
Consolidated Capital Assets, net	$ 17,379,353	$ (651,850)	$ -	$ 16,727,503

NOTE 5 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2025, consists of the following:

Due to grantor government	$ 1,876,507
Interest payable	704,710
Vendor payables	359,309
Salaries and benefits	169,487
Due to authorizing agency	166,996
Credit card liability	22,941
Total Accounts Payable	$ 3,299,950

NOTE 6 – DEFERRED REVENUE

Deferred revenue as of June 30, 2025, consists of the following:

Federal sources	$ 89,997
State sources	1,233,442
Total Deferred Revenue	$ 1,323,439

NOTE 7 – BONDS PAYABLE

A summary of activity related to bonds payable, net of unamortized discounts and costs of issuance, during the year ended June 30, 2025 consists of the following:

	Balance July 1, 2024	Draws	Payments	Balance June 30, 2025
Bonds payable	$ 21,430,000	$ -	$ 315,000	$ 21,115,000
Issuance costs	(902,967)	-	-	(902,967)
Total Bonds Payable	$ 20,527,033	$ -	$ 315,000	$ 20,212,033

In July 2017, the Organization entered into a bond agreement with Wilmington Trust, National Association in the principal amount of $24,040,000 (Bond). The Bond matures in the following tranches: $2,490,000 due July 1, 2027 with an interest rate of 5.5%, per annum; $5,455,000 due July 1, 2037 with an interest rate of 6.25%, per annum; $14,600,000 due July 1, 2050 with an interest rate of 6.5%, per annum. The Bond is secured by the underlying educational facilities. The bond contained a discount when issued of $1,103,625, which is being amortized as interest expense over the life of the bond.

The bonded debt is held under the LLC yet debt payments are structured as lease payments from the Charter to the LLC. The bonds require the Organization to comply with certain financial and nonfinancal covenants. Future repayment obligations for the bond are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2026	$ 335,000	$ 1,348,238	$ 1,683,238
2027	355,000	1,329,813	1,684,813
2028	370,000	1,310,288	1,680,288
2029	410,000	1,277,125	1,687,125
2030	435,000	1,250,719	1,685,719
Thereafter	19,210,000	15,831,687	35,041,687
Total	$ 21,115,000	$ 22,347,870	$ 43,462,870

NOTE 8 – NET ASSETS

As of June 30, 2025, the Organization did not hold any net assets with donor restrictions. Certain designations or reserves have been made for the use of net assets without donor restrictions either by the board, management or by nature of the financial assets held by the Organization. At June 30, 2025, the Organization's net assets without donor restrictions consists of the following:

Net investment in capital assets	$ (3,484,530)
Undesignated	26,761,919
Total Net Assets without Donor Restrictions	$ 23,277,389

NOTE 9 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Organization's financial assets as of June 30, 2025, reduced by amounts not available for general expenditure within one year. Financial assets are considered not available for general use when illiquid or not convertible to cash within one year, consist of assets held for others or are held aside by the governing board for specific contingency reserves. Any board designations could be drawn upon if the board approves that action.

Financial Assets	
Cash and cash equivalents	$ 29,121,767
Accounts receivable	2,177,419
Prepaid expenses	56,122
Contractual or donor-imposed restrictions	
Cash restricted by others for specific uses	(15,420,024)
Cash held for conditional contributions	(1,323,439)
Financial Assets available to meet cash needs for expenditures within one year	$ 14,611,845

NOTE 10 – EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. In accordance with *California Education Code* 47605, charter schools have the option of participating in such plans if an election to participate is specified within the charter petition. The Charter has made such election. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS). The Organization offers an alternative plan or social security for any employees not eligible for CalSTRS.

California State Teachers' Retirement System (CalSTRS)

Plan Description
Escuela Popular Del Pueblo contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate annual comprehensive financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, P.O. Box 15275, Sacramento, California 95851-0275

Funding Policy
Active plan members are required to contribute 10.25% or 10.205% of their 2024-25 salary depending on the employee's membership date in the plan. The required employer contribution rate for fiscal year 2024-25 was 19.10% of annual payroll. The contribution requirements of the plan members are established by state statute. The Charter's contributions to CalSTRS were $616,795; 100% of the required contribution.

On-Behalf Payments
The State of California makes direct on-behalf payments for retirement benefits to CalSTRS on behalf of all school agencies in California. The amount of on-behalf payments made for Escuela Popular Del Pueblo is estimated at $249,174. The on-behalf payment amount is computed as the proportionate share of total 2024-25 State on-behalf contributions.

NOTE 11– COMMITMENTS AND CONTINGENCIES

Charter School Authorization

As mentioned in Note 1A, Escuela Popular Del Pueblo is approved to operate as a public charter school through authorization by the East Side Union High School District. As such, the Charter is subject to the risk of possible non-renewal or revocation at the discretion of its authorizing agency if certain criteria for student outcomes, management, and/or fiscal solvency are not met.

The Governor of California approved Assembly Bill 130 (AB 130) in July 2021 and approved Senate Bill 114 (SB 114) in July 2023. As a result of these legislative changes, the charter petition end date was extended to June 30, 2025 for Escuela Popular Accelerated Family Learning and the charter petition end date is extended to June 30, 2026 for Escuela Popular Center for Training and Careers. A charter petition renewal was approved during the year for Escuela Popular Accelerated Family Learning for a term ending June 30, 2027.

The Charter makes payments to the authorizing agency, to provide required services for special education and other purchased services in addition to fees for oversight. Fees associated with oversight consisted of 1% of revenue from local control funding formula sources. Total fees for oversight amounted to $154,345 and total expenses for special education amounted to $15,170 for the fiscal year ending June 30, 2025.

Governmental Funds

Escuela Popular Del Pueblo has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements would not be material.

Multiemployer Defined Benefit Plan Participation

Under current law on multiemployer defined benefit plans, the Charter's voluntary withdrawal from any underfunded multiemployer defined benefit plan would require the Charter to make payments to the plan, which would approximate the Charter's proportionate share of the multiemployer plan's unfunded vested liabilities. The Charter does not currently intend to withdraw from CalSTRS. Refer to Note 10 for additional information on employee retirement plans.

Pending or Threatened Litigation

The Organization is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Organization as of June 30, 2025.

NOTE 12 – DONATED GOODS AND SERVICES

During the year, many parents, administrators and other individuals donated significant amounts of time and services to Escuela Popular Del Pueblo in an effort to advance the Charter's programs and objectives. These services have not been recorded in the Organization's financial statements because they do not meet the criteria required by generally accepted accounting principles. The Organization did not receive any donated items during the year ended June 30, 2025.

NOTE 13 – INTERAGENCY ACTIVITY

The charter schools entered into a lease agreement with the LLC to occupy two facilities. The two facilities are utilized for instructional services in order to meet the goals established by the charter school. The lease called for a security deposit of $28,855 which has been recorded as a noncurrent asset on the statement of financial position. The lease agreement ends through June 2050.

During the fiscal year ended June 30, 2025, the Charter paid $1,635,885 in lease payments under this operating lease, along with recording $1,965,154 as lease expense, and recognizing $1,151,893 in local revenue related to a lease adjustment. At June 30, 2025, the right-of-use asset was $27,200,580 and the operating lease liability was $27,529,849 for the Charter; offset by a lease receivable of $1,481,162 for the LLC. The Charters holds an asset for an investment in the LLC of $515,485, which is reflected as a liability for the LLC. Lastly, the Charter prepaid rent of $12,126,023 which is an asset for the Charter and deferred revenue for the LLC. The Charter has accounted for its lease agreements using an implied discount rate of 5.50%. Future lease payments over the remaining term of the lease are as follows:

Fiscal Year Ending June 30,	Lease Payments
2026	$ 1,525,771
2027	1,600,086
2028	1,627,675
2029	1,656,093
2030	1,736,395
Thereafter	46,375,142
Total lease payments	54,521,162
NPV adjustment	(26,991,313)
Total Operating Lease Liability	$ 27,529,849

NOTE 14 – SUBSEQUENT EVENTS

Escuela Popular Del Pueblo has evaluated subsequent events for the period from June 30, 2025 through January 28, 2026, the date the financial statements were available to be issued. Management did not identify any transactions or events that require disclosure or that would have an impact on the financial statements.

SUPPLEMENTARY INFORMATION

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2025

	Escuela Popular Accelerated Family Learning Charter No. 0502	Escuela Popular Center for Training and Careers Charter No. 0646	Total	149 N. White Road, LLC	Eliminations	Consolidated Total
ASSETS						
Current assets						
Cash and cash equivalents	$ 5,280,610	$ 8,414,510	$ 13,695,120	$ 15,426,647	$ -	$ 29,121,767
Accounts receivable	1,146,126	974,548	2,120,674	56,745	-	2,177,419
Prepaid expenses	4,263,751	7,918,394	12,182,145	-	(12,126,023)	56,122
Total current assets	10,690,487	17,307,452	27,997,939	15,483,392	(12,126,023)	31,355,308
Noncurrent assets						
Right-of-use asset	16,247,396	10,953,184	27,200,580	-	(27,200,580)	-
Lease receivable	-	-	-	1,481,162	(1,481,162)	-
Investment in LLC	178,135	337,350	515,485	-	(515,485)	-
Deposits	-	30,000	30,000	-	-	30,000
Capital assets, net	611,163	967,922	1,579,085	15,148,418	-	16,727,503
Total noncurrent assets	17,036,694	12,288,456	29,325,150	16,629,580	(29,197,227)	16,757,503
Total Assets	$ 27,727,181	$ 29,595,908	$ 57,323,089	$ 32,112,972	$ (41,323,250)	$ 48,112,811
LIABILITIES AND NET ASSETS						
Liabilities						
Accounts payable	$ 989,383	$ 1,605,857	$ 2,595,240	$ 704,710	$ -	$ 3,299,950
Interagency payables	-	-	-	515,485	(515,485)	-
Operating lease liability	16,337,985	11,191,864	27,529,849	-	(27,529,849)	-
Deferred revenue	1,041,705	281,734	1,323,439	12,126,023	(12,126,023)	1,323,439
Bonds payable	-	-	-	20,212,033	-	20,212,033
Total liabilities	18,369,073	13,079,455	31,448,528	33,558,251	(40,171,357)	24,835,422
Net assets						
Without donor restrictions	9,358,108	16,516,453	25,874,561	(1,445,279)	(1,151,893)	23,277,389
Total net assets	9,358,108	16,516,453	25,874,561	(1,445,279)	(1,151,893)	23,277,389
Total Liabilities and Net Assets	$ 27,727,181	$ 29,595,908	$ 57,323,089	$ 32,112,972	$ (41,323,250)	$ 48,112,811

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

	Escuela Popular Accelerated Family Learning Charter No. 0502 Without Donor Restrictions	Escuela Popular Center for Training and Careers Charter No. 0646 Without Donor Restrictions	Total	149 N. White Road, LLC	Eliminations	Consolidated Total
SUPPORT AND REVENUES						
Federal and state support and revenues						
Local control funding formula, state aid	4,362,356	$ 8,195,845	$ 12,558,201	$ -	$ -	$ 12,558,201
Federal revenues	764,394	282,312	1,046,706	-	-	1,046,706
Other state revenues	3,158,855	867,119	4,025,974	-	-	4,025,974
Total federal and state support and revenues	8,285,605	9,345,276	17,630,881	-	-	17,630,881
Local support and revenues						
Payments in lieu of property taxes	1,906,859	2,897,540	4,804,399	-	-	4,804,399
Grants and donations	43,707	32,795	76,502	-	-	76,502
Rental income	-	-	-	1,965,154	(1,965,154)	-
Investment income, net	7,858	13,879	21,737	708,873	-	730,610
Other local revenues	67,513	1,255,135	1,322,648	-	(1,151,893)	170,755
Total local support and revenues	2,025,937	4,199,349	6,225,286	2,674,027	(3,117,047)	5,782,266
Total Support and Revenues	10,311,542	13,544,625	23,856,167	2,674,027	(3,117,047)	23,413,147
EXPENSES						
Program services	7,617,748	8,135,234	15,752,982	-	(1,768,639)	13,984,343
Supporting services						
Management and general	986,606	1,163,927	2,150,533	3,056,945	(196,515)	5,010,963
Fundraising	8,924	7,719	16,643	-	-	16,643
Total Expenses	8,613,278	9,306,880	17,920,158	3,056,945	(1,965,154)	19,011,949
CHANGE IN NET ASSETS	1,698,264	4,237,745	5,936,009	(382,918)	(1,151,893)	4,401,198
Net Assets - Beginning	7,659,844	12,278,708	19,938,552	(1,062,361)	-	18,876,191
Net Assets - Ending	$ 9,358,108	$ 16,516,453	$ 25,874,561	$ (1,445,279)	$ (1,151,893)	$ 23,277,389

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2025

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Organization and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The Organization has not elected to use the de minimis indirect cost rate up to 15 percent.

Federal Grantor/Pass-Through Grantor/Program or Cluster	AL Number	Pass-Through Entity Identifying Number	Federal Expenditures
U. S. DEPARTMENT OF EDUCATION:			
Passed through California Department of Education:			
Title I, Part A			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	$ 153,493
Comprehensive Support and Improvement for LEAs	84.010	15438	302,383
Subtotal Title I, Part A			455,876
Title II, Part A, Supporting Effective Instruction Local Grants	84.367	14341	17,647
Title III, English Learner Student Program	84.365	14346	43,521
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	12,881
COVID-19 Emergency Acts Funding/Education Stabilization Fund Discretionary Grants:			
American Rescue Plan - Homeless Children and Youth II (ARP HYC II) Program	84.425	15566	64,102
Special Education Cluster			
IDEA Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	146,452
IDEA Mental Health Average Daily Attendance (ADA) Allocation, Part B, Sec 611	84.027A	15197	4,625
Subtotal Special Education Cluster			151,077
Total U. S. Department of Education			745,104
U. S. DEPARTMENT OF AGRICULTURE:			
Passed through California Department of Education:			
Child Nutrition: National School Lunch Program	10.555	13391	301,602
Total U. S. Department of Agriculture			301,602
Total Federal Expenditures			$ 1,046,706

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF AVERAGE DAILY ATTENDANCE
FOR THE YEAR ENDED JUNE 30, 2025

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the charter school. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

	Second Period Report	Annual Report
Escuela Popular Accelerated Family Learning (Charter No. 0502)		
	Classroom-Based	
Grade Span		
Regular		
Kindergarten* through third	110.11	110.66
Fourth through sixth	90.83	90.23
Seventh through eighth	69.06	68.19
Ninth through twelfth	101.05	99.99
Total Average Daily Attendance - Classroom-Based	371.05	369.07
	Nonclassroom-Based	
Grade Span		
Regular		
Kindergarten through third	0.07	0.05
Total Average Daily Attendance - Nonclassroom-Based	0.07	0.05
Total Average Daily Attendance	371.12	369.12
Escuela Popular Center for Training and Careers (Charter No. 0646)		
	Classroom-Based	
Grade Span		
Regular		
Ninth through twelfth	563.93	552.87
Total Average Daily Attendance - Classroom-Based	563.93	552.87
Total Average Daily Attendance	934.98	921.94

*Includes Transitional Kindergarten (TK)

Charter No. 0646 had no Nonclassroom-Based ADA in 2024-25.

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF INSTRUCTIONAL TIME
FOR THE YEAR ENDED JUNE 30, 2025

This schedule presents information on the amount of instructional time offered per grade level by the charter schools and whether the charter schools complied with the provisions of *Education Code Section* 47612.5.

Charter School Grade Level	Minutes Requirement	2024-25 Instructional Minutes	2024-25 Number of Days	Status
Escuela Popular Accelerated Family Learning (Charter No. 0502)				
Kindergarten*	36,000	53,460	179	Complied
Grade 1	50,400	56,730	179	Complied
Grade 2	50,400	56,730	179	Complied
Grade 3	50,400	56,730	179	Complied
Grade 4	54,000	58,100	179	Complied
Grade 5	54,000	58,100	179	Complied
Grade 6	54,000	58,100	179	Complied
Grade 7	54,000	58,100	179	Complied
Grade 8	54,000	58,100	179	Complied
Grade 9	64,800	65,820	179	Complied
Grade 10	64,800	65,820	179	Complied
Grade 11	64,800	65,820	179	Complied
Grade 12	64,800	65,820	179	Complied
Escuela Popular Center for Training and Careers (Charter No. 0646)				
Grade 9	64,800	65,205	189	Complied
Grade 10	64,800	65,205	189	Complied
Grade 11	64,800	65,205	189	Complied
Grade 12	64,800	65,205	189	Complied

*Includes Transitional Kindergarten (TK)

ESCUELA POPULAR DEL PUEBLO
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT WITH AUDITED FINANCIAL STATEMENTS
JUNE 30, 2025

This schedule provides the information necessary to reconcile fund balance/net position reported on the Financial Report – Alternative Form (Charter School Unaudited Actuals) to net assets on the audited financial statements.

	Escuela Popular Accelerated Family Learning Charter No. 0502	Escuela Popular Center for Training and Careers Charter No. 0646
June 30, 2025, fund balance/net position on the Unaudited Actuals	$ 9,085,973	$ 16,203,122
Adjustments:		
Increase (decrease) in total net assets:		
Client closing adjustments to:		
Cash and cash equivalents	133,947	(133,947)
Accounts receivable	4,625	-
Deferred revenue	133,563	447,278
Net adjustments	272,135	313,331
June 30, 2025, net assets per audited financial statements	$ 9,358,108	$ 16,516,453

OTHER INFORMATION

ESCUELA POPULAR DEL PUEBLO
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
JUNE 30, 2025

This schedule provides information about the local education agency (LEA or charter school), including the charter school's authorizing agency, grades served, members of the governing body, and members of the administration.

Escuela Popular Del Pueblo, located in Santa Clara County, was formed as a nonprofit public benefit corporation on October 2, 2000. The charter schools operated by the nonprofit, Escuela Popular Accelerated Family Learning and Escuela Popular Center for Training and Careers, are numbered by the State Board of Education as Charter No. 0502 and 0646, respectively The charter schools are authorized by the East Side Union High School District. During 2024-25, the charter schools served approximately 1,054 students in grades TK to 12.

BOARD OF DIRECTORS

Name	Office	Term Expiration
Pablo Reguerin	Chair	November 30, 2025
Mayra Mejia	Vice Chair	November 30, 2025
San Juana Ochoa	Secretary	November 30, 2025
Maria del Rocio Preciado	Treasurer	November 30, 2025
Bernard Gifford	Member	November 30, 2025

ADMINISTRATION

Patricia Reguerin
Executive Director

OTHER INDEPENDENT AUDITORS' REPORTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Escuela Popular Del Pueblo and its subsidiary (the "Organization") as of and for the year ended June 30, 2025, and the related notes to the consolidated financial statements, which collectively comprise the Organization's financial statements and have issued our report thereon dated January 28, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 28, 2026

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Escuela Popular Del Pueblo's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Escuela Popular Del Pueblo's major federal programs for the year ended June 30, 2025. Escuela Popular Del Pueblo's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Escuela Popular Del Pueblo complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Escuela Popular Del Pueblo and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on compliance for each major federal program. Our audit does not provide a legal determination of Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Escuela Popular Del Pueblo's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Escuela Popular Del Pueblo's compliance based on our audit.

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Auditor's Responsibilities for the Audit of Compliance (continued)

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards,* and the Uniform Guidance will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the report on compliance about Escuela Popular Del Pueblo's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above and performing such procedures as we consider necessary in the circumstances.
- Obtain an understanding of Escuela Popular Del Pueblo's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances, and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

San Diego, California
January 28, 2026

REPORT ON STATE COMPLIANCE AND ON INTERNAL CONTROL OVER COMPLIANCE FOR STATE PROGRAMS

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on State Compliance

Opinion on State Compliance

We have audited Escuela Popular Del Pueblo's compliance with the requirements specified in the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to Escuela Popular Del Pueblo's state program requirements for the fiscal year ended June 30, 2025. Escuela Popular Accelerated Family Learning (Charter No. 0502) and Escuela Popular Center for Training and Careers (Charter No. 0646).

In our opinion, Escuela Popular Del Pueblo complied, in all material respects, with the laws and regulations of the applicable state programs for the year ended June 30, 2025, as identified in the table in the Auditor's Responsibilities for the Audit of State Compliance section of our report.

Basis for Opinion on State Compliance

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed by Title 5, *California Code of Regulations*, section 19810 as regulations (the K-12 Audit Guide). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of State Compliance section of our report.

We are required to be independent of Escuela Popular Del Pueblo and to meet certain ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on state compliance. Our audit does not provide a legal determination of Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of internal control over compliance with the requirements of the laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Escuela Popular Del Pueblo's state programs.

Auditor's Responsibilities for the Audit for State Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the state compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Escuela Popular Del Pueblo's compliance based on our audit.

Auditor's Responsibilities for the Audit for State Compliance (continued)

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the K-12 Audit Guide will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the report on compliance about Escuela Popular Del Pueblo's compliance with the requirements of the applicable state programs as a whole.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards,* and the K-12 Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Escuela Popular Del Pueblo's compliance with compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Escuela Popular Del Pueblo's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the K-12 Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over compliance. Accordingly, no such opinion is expressed; and
- Select and test transactions and records to determine Escuela Popular Del Pueblo's compliance with the state laws and regulations to the following items:

Description	Procedures Performed
School Districts, County Offices of Education and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not applicable
Expanded Learning Opportunities Program	Yes/Not applicable*
Transitional Kindergarten	Yes/Not applicable*
Kindergarten Continuance	Yes/Not applicable*
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No/Not applicable**
Determination of Funding for Nonclassroom-Based Instruction	Not applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Not applicable

**Expanded Learning Opportunities Program, Transitional Kindergarten, and Kindergarten Continuance were tested for Charter No. 0502 but are not applicable for Charter No. 0646.*

***Procedures were not performed for Nonclassroom-Based Instruction/Independent Study for Charter No. 0502 because reported ADA was not material and the program was not applicable for Charter No. 0646.*

"Not applicable" is used in the table above to indicate that the charter schools either did not receive program funding or did not otherwise operate the program during the fiscal year.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies or material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of State Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the K-12 Audit Guide. Accordingly, this report is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 28, 2026

FINDINGS AND QUESTIONED COSTS SECTION

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2025

PART I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	None Reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major program:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Type of auditors' report issued:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)?	No
Identification of major programs:	

AL Number(s)	Name of Federal Program or Cluster
84.010	Title I, Part A

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	Yes

State Awards

Internal control over state programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	None Reported
Any audit findings disclosed that are required to be reported in accordance with *2024-25 Guide for Annual Audits of California K-12 Local Education Agencies*?	No
Type of auditors' report issued on compliance for state programs:	Unmodified

All audit year findings, if any, are assigned an appropriate finding code as follows:

FIVE DIGIT CODE	AB 3627 FINDING TYPE
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

PART II – FINANCIAL STATEMENT FINDINGS

There were no audit findings related to the financial statements for the year ended June 30, 2025.

PART III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no audit findings and questioned costs related to federal awards for the year ended June 30, 2025.

PART IV – STATE AWARD FINDINGS AND QUESTIONED COSTS

There were no audit findings and questioned costs related to state awards for the year ended June 30, 2025.

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2025

This section presents the status of actions taken by the Organization on each of the findings and recommendations reported in the prior year audit. There was one audit finding reported in the year ended June 30, 2024. A summary of the prior audit finding and its current status are noted below:

FINDING 2024-001 – UNDUPLICATED LOCAL CONTROL FUNDING FORMULA PUPIL COUNTS (40000)

Summary: Students classified as free or reduced-price meal eligible (FRPM) and who are not directly certified on the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report must have supporting documentation that indicates the student was eligible for the determination. Auditors are required to verify compliance with Education Code Section 42238.02(b)(3)(b) in Section W of the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

For Escuela Popular Accelerated Family Learning (Charter No. 0502), 1 out of 14 students tested from the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report who was classified as FRPM was noted as “Paid” or “Denied” on their alternative household income form. The error rate of 1/14 or 0.07% was extrapolated to the entire population of students only classified as free or reduced. The total extrapolated error rate indicated that a total of 1 student was incorrectly classified.

Current Status: Implemented.

Escuela Popular/Center for Training and Careers, Family Learning
Charter Petition Renewal

East Side Union High School District Staff
Recommendations and Proposed Findings of Fact

March 27, 2026

The Board of Directors of the Escuela Popular del Pueblo seeks approval to renew the Escuela Popular/Center for Training and Careers, Family Learning ("EPCTC" or "Charter School") Charter, located at 149 N White Rd, San Jose, CA 95127. The EPCTC renewal petition (Renewal Petition) was submitted by Patricia Reguerin, Executive Director of Escuela Popular del Pueblo, for EPCTC (the "Executive Director"), on December 17, 2025, to the East Side Union High School District ("ESUHSD" or "District"). EPCTC is a charter high school currently serving approximately 525 adult students, ages 18 and older, in grades 9-12, and is authorized to serve up to 750 students.

PROCEDURAL STATUS

The Assessment and Accountability Department of the District received the Renewal Petition on December 17, 2025. Education Codes 47607 and 47607.2 determines the length of charter renewal term based on a charter school's placement in the high, middle, or low-performing categories for charter schools established by AB 1505. Education Code 47607(c)(7) exempts Dashboard Alternative Schools (DASS) from the three-tier academic performance renewal criteria. EPCTC is seeking renewal of its Charter for a five-year term commencing July 1, 2026, and running through and including June 30, 2031. Charter renewals are governed by the standards and criteria set forth in Education Code Sections 47605, 47607, and 47607.2.

Prior to submission of the Renewal Petition, on October 27, 2025, ESUHSD Staff conducted a site visit and held meetings related to renewal with EPCTC students, staff, board members, and administrators. Prior to its meeting with EPCTC on October 27, 2025, the District requested to meet with additional EPCTC staff members in a subsequent one-on-one meeting as part of the renewal and annual oversight process, but EPCTC administration failed to schedule the meetings prior to the visit. As a result, the District was prevented from effectively meeting with EPCTC staff about outstanding items and/or concerns prior to submission of the Renewal Petition. *(See Exhibit 1, Notice to Concern re Failure to Provide Access to Information for Charter Oversight and Renewal in a Timely Manner 12.12.2025.)*

On December 17, 2025, ESUHSD received a copy of EPCTC's Renewal Petition, along with a signed certification deeming the Renewal Petition to be complete. As a result of EPCTC's Renewal Petition submission occurring only two (2) days before winter break, the District requested a 30-day extension of the timeline to publish this Staff Report and to convene a public hearing for the Board to take action on the Renewal Petition. However, EPCTC leadership was not agreeable to extending the timeline. Therefore, the

District commenced the timelines under Education Code section 47605(b) based on the submission date of December 17, 2025.

In compliance with Education Code section 47605, on February 12, 2026, the ESUHSD Board of Trustees held a public hearing to consider the level of support for the Renewal Petition by teachers, other District employees, and parents/guardians. The District once again tried to coordinate one-on-one meetings with EPCTC as part of the renewal and annual oversight process. However, EPCTC's legal counsel insisted on being present on behalf of EPCTC administration in the one-on-one meetings with EPCTC staff. The District expressed concern and disagreement with this decision and viewed it as another attempt to prevent the District from meeting with EPCTC staff. EPCTC legal counsel, on behalf of EPCTC administration, confirmed their position was final and non-negotiable. As result, the District was prevented from conducting one-on-one meetings with EPCTC staff.

By correspondence dated February 6, 2026, ESUHSD sent correspondence to the EPCTC Executive Director and Escuela Popular Del Pueblo Board of Directors ("EPCTC Leadership") requesting additional information and documentation regarding multiple concerns Distrct Staff identified regarding the Renewal Petition. To afford EPCTC sufficient time to respond to the identified concerns and for the District to consider EPCTC's responses so that an informed recommendation to the ESUHSD Board regarding the Renewal Petition could be made, the District again requested EPCTC's mutual agreement to extend the action deadline regarding the Renewal Petition by thirty (30) days to the regular District Board meeting on April 16, 2026. However, EPCTC Leadership was again not agreeable to extending the timeline.

On February 24, 2026, one day prior to the legal deadline for posting of the District Staff's Recommendation and Findings, EPCTC Leadership provided District Staff with a response to the requested additional information and documentation. District Staff reviewed the additional information provided and found that the response did not sufficiently address the District's concerns, and the District's recommendation and findings are inclusive of EPCTC's responses. *(See Exhibit 2, EPCTC Charter Renewal - Request for Additional Documentation and Extension.)*

By agreement the District and Escuela Popular del Pueblo mutually agreed to extend the deadline by which the District Board must take action regarding the Renewal Petition to no later than April 14, 2026. Prior to that deadline, on April 13, 2026, the District's Board will hold a public hearing during which the Board will take action regarding the Renewal Petition.

As discussed in further detail below, District Staff, in consultation with legal counsel, have conducted a comprehensive review of the Renewal Petition and the performance of EPCTC utilizing the charter renewal criteria codified in Education Code sections 47607, 47607.2, and 47605. Based on that review, District Staff finds that EPCTC does not meet the standards and criteria for renewal and therefore recommends **denial** of EPCTC's Renewal Petition.

Denial of the Renewal Petition is recommended on the following basis:

- **Petitioners are demonstrably unlikely to successfully implement the program set forth in the petition. (Ed. Code, § 47605(c)(2).)**

This Staff Report includes District Staff's findings of fact regarding the recommendation to deny the Renewal Petition and is being published on the District's website at least fifteen (15) days before the public hearing during which the District Board will take action on the Renewal Petition.

Should the Board take action to deny the Renewal Petition, the Board may adopt this Staff Report as the written factual findings required to support the renewal denial.

CRITERIA FOR RENEWAL OF A CHARTER PETITION

A petition submitted for renewal pursuant to Education Code Sections 47607 and 47607.2 shall be considered by the District in accordance with the following standards:

(1) Standards and Criteria in Education Code Section 47605

Per Education Code section 47607, charter renewals are governed by the standards and criteria described in Education Code Section 47605 and shall include a reasonably comprehensive description of any new requirements of charter schools enacted into law after the charter was originally granted or last renewed.

A charter authorizer may deny the renewal of a charter school in any academic performance category, including one that qualifies for Dashboard Alternative School Status, if it makes written factual findings to support one or more of the following grounds for denial:

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition
3. The petition does not contain an affirmation of each of the conditions required by statute
4. The petition does not contain a reasonably comprehensive description of all the required elements
5. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of the Educational Employment Relations Act (EERA)

(2) Academic Performance Categories

As an additional criterion for determining whether a charter should be renewed, the charter authorizer is required to consider the charter school's performance on the state and local indicators included in the California School Dashboard. For this purpose, charter schools are divided into high, middle, and low performance categories, based on their performance reflected on the Dashboard during the two consecutive years immediately preceding the renewal decision, or they are designated as a Dashboard Alternative School Status. (Education Code sections 47607 and 47607.2.)

Dashboard Alternative School Status

EPCTC has been designated as a DASS charter school.[1] In determining whether to grant a charter renewal for a DASS charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. (Education Code section 47607.)

A DASS charter school's charter renewal cannot be denied based on academic performance unless its chartering authority makes findings, setting forth specific facts to support the findings, that closure of the charter school is in the best interest of students.

(3) Additional Criteria for Denying a Charter Renewal

A chartering authority may also deny renewal of any charter school regardless of its academic performance category status if it finds the school is unlikely to successfully implement the program due to:

a. Substantial fiscal factors,
b. Substantial governance factors, or
c. The charter school is not serving all pupils who wish to attend.

In such cases, the chartering authority must provide the charter school at least 30 days' notice of the alleged violation(s) and provide the charter school with a reasonable opportunity to cure the violation(s), including a corrective action plan proposed by the charter school. The ESUHSD Board of Trustees may then deny renewal on these bases only by making either of the following findings:

a. The corrective action proposed by the charter school has been unsuccessful.
b. The violations are sufficiently severe and pervasive to render a corrective action plan unviable.

[1] https://www.cde.ca.gov/ta/ac/activeschools.asp

EPCTC RENEWAL DETERMINATION CRITERIA

The data below represents data submitted by EPCTC as part of its renewal, and from the California Department of Education's (CDE) DataQuest website and Dashboard website, which provide publicly available data on all California schools.

Academic Performance.

The CDE released a list of all California charter schools' performance data and their performance category, as well as DASS charter schools. Based on the CDE's list, EPCTC is a DASS charter school and thus falls into the DASS criteria.

Student Demographics

The table below shows the demographic breakdown of EPCTC for the 2017-18 through 2024-25 school years, providing context for the student data discussed later in this report.

EPCTC Student Demographics

Racial / Ethnic	2018-19		2019-20		2020-21		2021-22		2022-23		2023-24		2024-25	
	EPCTC	ESUHSD	EPCTC	ESUHSD	EPCTC	ESUHSD	EPCTC	ESUHSD	EPCTC	ESUHSD	EPCTC	ESUHSD	EPCTC	ESUHSD
African American	*	2.10%	*	1.80%	*	1.80%	*	1.70%	*	1.60%	*	1.60%	*	1.50%
American Indian or Alaska Native	*	0.20%	*	0.20%	*	0.20%	*	0.20%	*	0.20%	*	0.20%	*	0.20%
Asian	*	32.70%	*	32.70%	*	33.00%	*	32.30%	*	32.50%	*	32.30%	*	31.70%
Filipino	*	6.80%	*	6.50%	*	6.10%	*	5.70%	*	5.50%	*	5.40%	*	5.40%
Hispanic or Latino	97.33%	50.50%	98.62%	51.20%	98.95%	50.90%	99.24%	52.10%	99.75%	52.70%	99.87%	53.20%	99.48%	54.10%
Not Reported	1.29%	0.20%	*	0.10%	*	0.30%	*	0.30%	*	0.10%	*	0.20%	*	0.10%
Pacific Islander	*	0.50%	*	0.60%	*	0.60%	*	0.60%	*	0.50%	*	0.50%	*	0.50%
Two or More Races	0.99%	2.10%	*	2.30%	*	2.40%	*	2.40%	*	2.50%	*	2.4%	*	2.40%
White	*	4.90%	*	4.80%	*	4.70%	*	4.60%	*	4.40%	*	4.10%	*	4.10%
Total	1313	26,568	1305	26,537	1143	25,946	1313	25,174	1193	24,514	1485	23,714	1536	23,350

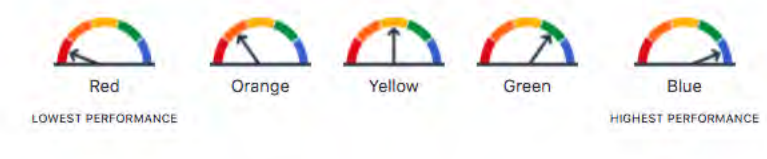
EPCTC Student Enrollment by Subgroup														
Subgroup	**2018-19**		**2019-20**		**2020-21**		**2021-22**		**2022-23**		**2023-24**		**2024-25**	
	EPCTC	**ESUHSD**	**EPCTC**	**ESUHSD**	**EPCTC**	**ESUHSD**	**EPCTC**	**ESUHSD**	**EPCTC**	**ESUHSD**	**EPCTC**	**ESUHSD**	**EPCTC**	**ESUHSD**
English Learners	96.12%	20%	98.54%	20%	31.41%	19%	26.66%	21%	20.03%	23%	26.40%	22%	18.95%	23%
Students with Disabilities	*	11%	*	10%	*	11%	*	12%	*	12%	*	12%	*	12%
Socioeconomically Disadvantaged	93.83%	56%	79.23%	55%	79.27%	52%	81.80%	51%	80.80%	47%	78.32%	53%	74.22%	57%
Migrant	*	1%	*	1%	*	1%	*	1%	*	0%	*	0%	*	0%
Foster	*	0%	*	0%	*	0%	*	0%	*	0%	*	0%	*	0%
Homeless	65%	2%	9%	3%	7%	1.50%	14%	3%	16%	5%	8%	5%	66%	8%
Total	1313	26,568	1305	26,537	1143	25,946	1313	25,174	1193	24,514	1485	23,714	1536	23,350

In 2024-25, EPCTC had a CBEDS enrollment of 787 students with a cumulative enrollment of 1536 students, showcasing the transient population the school serves. The student population consists of 99.48% Hispanic. EPCTC has a student population consisting of 12% Students with Disabilities, 23% English Language Learners, 8% Housing Challenged, and 57% qualify for Free/Reduced meals.

Academic Data: California Schools Dashboard Data

The State of California implemented a data dashboard in 2017 (Dashboard) that identifies areas of strength and areas for improvement for schools and districts. The Dashboard shows how schools, districts, and student subgroups are performing and whether or not they have improved from year to year. The Dashboard is based on two measures: status and change. Performance data from the current year (status) is compared to the performance data of the prior year to determine whether or not the status improved or not (change). A student group must contain 30 students in consecutive years to receive both a status and color, and the status is only displayed if the student group contains 11 or more students. Because EPCTC is a DASS school serving students ages 18 and older, many of the data elements provided for traditional schools are not available.

California Dashboard Performance Color Chart



English Learner Progress Indicator (ELPI)

English Learner Progress Indicator - ELPI CA Dashboard		
ELPI	**Overall**	**LTEL**
2025 EPCTC	7.8%	0%
2025 STATE	46.4%	49.1%
2024 EPCTC	12%	0%
2024 STATE	45.7%	45.8%

The English Learner Progress Indicator (ELPI) displays the percentage of students who made progress on the ELPAC assessment or maintained the highest level score. The 2024 Dashboard added the Long Term English Language Learner (LTEL) as an additional subgroup for all Dashboard indicators. The ELPI indicator for EPCTC for 2025 shows that 7.8% of English Learners made progress or maintained status, a 4.2 percentage-point decrease from 2024 and 38.6 percentage points below the state average. 0% of LTELs in both years at EPCTC made progress or maintained status, which is below the State Average. The District is concerned about the lack of progress in supporting English Learners given the student population of EPCTC and the significant decline in 2025.

College and Career Indicator (CCI)

College and Career Indicator - CCI CA Dashboard						
	Overall	EL	LTEL	Homeless Youth	Hispanic	SED
2025 EPCTC	0.4%	0%	*	0%	0.4%	0.5%
2025 STATE	45.3%	17.2%	16.5%	21.8%	37.4%	37.4%
2024 EPCTC	0.8%	0.6%	*	1%	0.8%	1%
2024 STATE	51.7%	24.3%	24.9%	26.5%	45.1%	44.8%

The College and Career Indicator (CCI) shows the percentage of students who graduate meeting the CCI criteria. In 2025, only 0.4% of students at EPCTC exited College and Career Ready, which is a 50% decrease from 2024. 0.4% of Hispanic students, 0.5% of Socioeconomically Disadvantaged (SED) students, 0% of English Learner Students, and 0% of Long Term English Learners exited EPCTC College and Career Ready in the 2024 - 2025 school year. The District is concerned about the lack of preparation and progress in supporting English Learners, Hispanic students, and SED students in graduating College and Career Ready as defined by this Dashboard Indicator.

Graduation Rate Indicator

Graduation Rate Indicator CA Dashboard							
	Overall	EL	LTEL	Hispanic	Homeless Youth	SED	SWD
2025 EPCTC	2.2%	3.8%	*	2.2%	3.4%	2.4%	*
2025 STATE	86.7%	77.9%	80.8%	85.3%	75.7%	84.4%	74.4%
2024 EPCTC	3.3%	18.6%	*	3.4%	15.6%	4%	*
2024 STATE	87.8%	79.7%	84%	86.9%	77.1%	86.2%	77.1%

The Graduation Rate Indicator on the Dashboard is a combined 4 and 5-year graduation rate. In 2024 the combined 4 & 5-year graduation rate for all students at EPCTC was 3.3% which is a 1.1% decrease to 2025 and is 84.5% below the State average. In 2025, the combined 4 & 5-year graduation rate for English Learner students was 2.2%, for EL students it was 3.8%, for Hispanic students it was 2.2%, and for Socioeconomically Disadvantaged students it was 2.4% all of which are below the state average. The District is concerned about the lack of preparation and progress for all students and in supporting English Learners, Hispanic students, and SED students in meeting the graduation criteria as defined by the Graduation Rate Dashboard Indicator.

Suspension Rate Indicator

Suspension Rate Indicator CA Dashboard							
	Overall	EL	LTEL	Hispanic	Homeless Youth	SED	SWD
2025 EPCTC	0%	0%	*	0%	0%	0%	*
2025 STATE	2.9%	3.2%	8.1%	3%	5.1%	3.6%	5.4%
2024 EPCTC	0%	0%	*	0%	0%	0%	*
2024 STATE	3.2%	3.4%	3.2%	3.4%	5.7%	4%	5%

The Suspension Rate indicator displays the suspension rate for a school overall and for all student groups. The overall suspension rate for EPCTC was 0% in the 2025 and 2024 Dashboards, and this is also true for all EPCTC student groups displayed on the Dashboard. The overall and student group suspension rates for EPCTC in 2025 and 2024 were below the State rates.

Local Indicators

Local Indicators		
	2025 Status	**2024 Status**
Implementation of Academic Standards	MET	MET
Access to a Broad Course of Study	MET	MET
Basics: Teacher Credentials, Instructional Materials, Facilities	MET	MET
Parent and Family Engagement	MET	MET
Local Climate Survey	MET	MET

School districts and charter schools are required to post Local Indicator data on the Dashboard each year in 5 areas. If data for local indicators are posted on time to the Dashboard, the reporting district or charter school earns a "Met" status for each area. EPCTC earned a status of "Met" for each local indicator on the 2025 and 2024 Dashboard.

However, the District has concerns within the following three areas of the local indicators:

1) Implementation of Academic Standards,
2) Access to a Broad Course of Study, and
3) Basics: Teacher Credentials, Instructional Materials, Facilities. Evidence outlining the concern will be provided below within the corresponding element of the charter petition.

More evidence supporting the District's concern will be provided later in this Report.

Local Indicator: Teacher Credentialing

Local Indicator Data on Teacher Credentialing						
Dashboard Year	**FTE**	**% of Teaching FTE in the Clear Credential Category**	**Out-of-Field**	**Ineffective**	**Incomplete**	**Comparison to Statewide Average**
2024	22	22.7%	3.0%	70.8%	3.5%	Below
2023	15.8	37.5%	4.0%	58.5%	0%	Below

Under the Local Indicator data for priority area 1, Basics: Teacher Credentials, Instructional Materials, Facilities, the Dashboard provides a report on the status of teacher credentials at a school with a comparison to the State average. Per the 2024 Dashboard, which displays data from 2023, 22.7% of teachers at EPCTC were fully

credentialed to teach the classes they were assigned, including English Learner authorizations, which was below the State average. On the 2023 Dashboard, which displays data from 2022, 37.5% of teachers at EPCTC were fully credentialed to teach the classes they were assigned, including English Learner authorizations, below the State average. The District is concerned about the large number of teachers who are identified as Out-of-Field, Ineffective, and Incomplete. More evidence supporting the District's concern will be provided in Element Five: Employee Qualifications.

Dashboard Alternative School Status (DASS) Alternative Metrics

Education Code section 47607(c)(7) requires a chartering authority to consider a DASS charter school's performance on the Dashboard (all performance indicators and local indicators) as well as on "alternative metrics." These alternative metrics are to be mutually determined by a charter school and its chartering authorities during the first year of the charter school's charter term.

The following tables display the agreed upon metrics from the renewal petition approved in 2018.

OUTCOMES	TARGETS
Attendance rate	Meet or exceed an average of 75% yearly attendance
NWEA ELA growth target	40% of over 19 students meet ELD growth target
NWEA Math growth target	55% of over 19 students meet Math growth target
Graduation rate	80% of seniors will graduate within their senior year
Student participation on TEN feedback loop	80% of student participation on the TEN feedback loop
Credits Completion	Complete 70% of total credits attempted
Increase number of enrolled long term students	10% increase in number of continuously enrolled/long-term students

Attendance Rate

Expectations for meeting each metric were clearly defined at the time of approval of the 2018 renewal petition, establishing how success would be measured, which student populations would be included, and the performance thresholds that would indicate progress or attainment. EPCTC was required to use these agreed upon metrics to monitor outcomes, reflect on implementation, and adjust practices over time, with progress reviewed annually and documented. A longitudinal reflection of EPCTC's performance relative to these alternative metrics is provided in Table i.15 included in the Renewal Petition: *Reflection on EPCTC's Progress Toward Alternative Metrics (2018–2026)*, which demonstrates how EPCTC has tracked, evaluated, and responded to performance trends across the charter term. As stated in EPCTC's Renewal Petition on page 25, "Attendance remains a strength and a success in student engagement. Over seven years the Charter School averaged more than 82% attendance, with annual rates ranging from 81.65% to 83.67%. EPCTC's annual rates ranged from a low of 81.65% in 2019–2020 to a high of 83.67% in 2020–2021, demonstrating remarkable stability even

through the COVID-19 pandemic and subsequent recovery years…EPCTC has averaged over 82% average daily attendance over the last seven years."

Table i.11: EPCTC Schoolwide Attendance Rate Based on P-Annual Reports for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Annual Attendance Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	81.99%	81.65%	83.67%	81.79%	82.54%	81.91%	81.72%

(Renewal Petition, p. 26.)

NWEA ELA Growth Target Status

Neither documentation nor a table with results spanning the charter term were included with the Renewal Petition submission outlining EPCTC's NWEA ELA overall and subgroup scores. Therefore, District Staff is unable to make any analysis of yearly progress nor verify EPCTC's claims. Instead, EPCTC provided a narrative and a self-rating, EPCTC rates themselves as "exceeded" their goal and represents that: "40% of over 19 students meet ELA Growth Report." (Renewal Petition, p. 28.)

NWEA Math Growth Target Status

Neither documentation nor a table with results spanning the charter term were included with the submission outlining EPCTC's NWEA Math overall and subgroup scores. Therefore, District Staff is unable to make any analysis of yearly progress nor verify EPCTC's claims. Instead, a narrative and a self-rating was provided. EPCTC rates themselves as "partially met" their goal and represents that: "55% of over 19 students meet Math growth report." (Renewal Petition, p. 29.)

Graduation Rate

No table outlining EPCTC's graduation rate's overall and by subgroup was provided with the Renewal Petition. Therefore, District Staff is unable to make any analysis of yearly progress nor verify EPCTC's claims. Instead, a narrative and a self-rating was provided. EPCTC rates themselves as "exceeded" their goal and represents that: "80% of seniors will graduate within their senior year." (Renewal Petition, p. 29.) District Staff has concerns about the process in which EPCTC uses to promote students annually and is uncertain if the graduation rate is a true reflection of all potential seniors. More evidence supporting the District's concern will be provided later in this report.

Student Participation on TEN Feedback Loop

The Renewal Petition on page 26, states: "EPCTC maintained an average of 63.6% of students participating in the annual school climate survey."

Table i.12: EPCTC Student Survey Participation Rate Based for the School Years 201819 (TEN Survey), 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 (Local Climate Survey)

Student Survey Participation Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	8.5 (TEN Survey)	COVID	68%	70%	64%	56%	60%

(Renewal Petition, p. 27.)

Credit Completion

No additional evidence was provided or cited by EPCTC to support their table below on credit completion. Therefore, District Staff is unable to make any analysis of student credit completion nor verify EPCTC's claims. Instead, a short narrative was provided. The Renewal Petition on page 27 states: "EPCTC maintained an average of 78% of students earning and completing courses for credits that they attempted."

Table i.13: EPCTC Course Credits Earned Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Credits Earned to Attempted Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	78.84%	71.46%	77.30%	83.15%	83.18%	80.07%	76.23%

(Renewal Petition, p. 27.)

The California Department of Education has previously provided a DASS 1-year Graduation Rate. The 1-year graduation rate counts all 12th-grade students enrolled in a given year, including those enrolled for a second, third, or fourth time, and calculates the percentage who graduate that year. The Renewal Petition on page 20 states: "EPCTC achieved measurable increases in the one-year DASS Graduation Rate from 2022 to 2024 demonstrating at least one year's progress for each year in school." The Data cited by the California Department of Education does not match EPCTC's self-rating of "exceeded" their goal and represents that: "80% of seniors will graduate within their senior year." The District is concerned by this inconsistency and EPCTC's dashboard data showing of 51.2% in 2022, 59.2% in 2023, and 74.3% in 2024. No information was provided nor referenced to explain these discrepancies.

Table i.5: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 1-Year DASS Graduation Rate for EPCTC All Students and by Significant Subgroups from the Dashboard*

1 Year DASS Graduation Rate

Grad Rate	2018	2019	2020	2021	2022	2023	2024
All Students	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%
English Learners	79.4%	86.0%	67.6%	n/a	*	*	*
Socioeconomic Disadvantaged	83.6%	85.7%	73.3%	n/a	51.3%	61.1%	74.2%
Homeless Youth	78.3%	90.9%	*	n/a	*	*	*
Hispanic/Latino	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%

*2018-2020 and 2022-2023 are from the Dashboard Downloadable Data File. 2024 Data is from the CA Dashboard website, and 2021 data was not reported.

(Renewal Petition, p. 20.)

Student Promotion and Retention

The District has expressed concern with EPCTC's practice of not promoting students to the next grade level as outlined in the submitted Renewal Petition and has identified a practice of EPCTC retaining students beyond typical promotion timelines each school year, as evidenced by EPCTC's course offerings and credit allocations reflected in transcripts reviewed by the District as part of our annual oversight monitoring. As a result, with correspondence dated February 6, 2026, the District sent EPCTC a notice outlining this concern and a request for EPCTC Leadership to submit a detailed response addressing this concern and the method by which EPCTC identifies and places students in grade levels each year. The District also asked EPCTC Leadership to explain the reasoning for why students have been retained as freshmen for more than one school year despite having passed courses and earned sufficient credits to be promoted to the next grade level. *(See Exhibit 2, EPCTC Charter Renewal - Request for Additional Documentation and Extension.)*

On February 25, 2026, the District was provided with a written explanation for how EPCTC engages in their annual grade level promotion. Specifically, the Executive Director stated the following:

> "Alignment with Graduation Requirements
>
> EPCTC affirms that its graduation requirements are compliant with California's minimum requirements, which are legally applicable only to traditional public schools (Education Code Section 47610.). Grade-level promotion is based on clearly defined credit thresholds (61 / 121 / 181 credits) and completion of required English coursework as outlined in the course matrix."

(See Exhibit 3, EPCTC Response to EPCTC Charter Renewal - Request for Additional Documentation and Extension.)

On several occasions, the District Staff expressed concern to EPCTC that EPCTCs practice of preventing students from being promoted as a result of them not having access to core classes violates appliable law including AB 2735 (O'Donnell), and the EPCTC Charter. Additional evidence of this practice was identified during EPCTC staff and student focus groups, review of senior student transcripts, and the public enrollment data found on CDE DataQuest. Additional concerns identified by the District Staff are provided below under Element One: Description of the Educational Program/Plan for Student Academic Achievement.

Continuous Enrollment/Long Term Students Enrollment

The Renewal Petition on page 27 states: "EPCTC maintained an average of 32% of students remaining continuously enrolled long-term." No additional evidence was provided or cited by EPCTC to support their table below on continuous enrollment/long term students enrollment. Therefore, District Staff is unable to conduct any analysis nor verify EPCTC's claims.

Table i.14: EPCTC Continuous Enrollment/Long-Term Students Enrollment Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Continuous Enrollment/Long-Term Students Enrollment Rate							
Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Rate	19%	N/A	23%	34.1%	45.6%	38.47%	36.22%

(Renewal Petition, p. 28.)

[Continued on Next Page]

REVIEW OF THE RENEWAL PETITION

District Staff reviewed the Renewal Petition using the criteria outlined in Education Code sections 47605, 47607, and 47607.2, as applicable, and makes the following findings:

1. Petitioners are Demonstrably Unlikely to Successfully Implement the Program Set Forth in the Renewal Petition

Based on the following findings, and other deficiencies and concerns identified in other portions of this Staff Report, District Staff finds that the Petitioners are **demonstrably unlikely** to successfully implement the program set forth in the Renewal Petition:

A. Student Attendance Reporting

During the 2024-2025 school year, the District retained Ryland Strategic Business Consulting ("RSBC") to assist the District with evaluating EPCTC's operations, including attendance reporting, instructional minutes requirements, teacher credentialing. RSBC conducted a review of EPCTC's program with a focus on instructional time compliance and attendance reporting. The goal of the review was to assess whether EPCTC's reported instructional minutes align with the requirements of the Education Code and the accuracy and completeness of reported Average Daily Attendance (ADA) for apportionment purposes. The scope of RSBC's analysis included a review of course schedules, student attendance records, enrollment patterns, and teacher credential alignment. By email correspondence dated July 11, 2025, the District provided the Executive Director with a copy of the RSBC Instructional Time Analysis and Attendance Compliance Report ("RSBC Report"). The RSBC Report identified concerns and included recommended next steps regarding EPCTC's instructional time compliance and attendance accounting/tracking, and teacher credential alignment. *(See Exhibit 4, RSBC Instructional Time Analysis and Attendance Compliance Report.)*

EPCTC responded to the District's concerns by creating and adopting new policies and procedures aimed at minimizing attendance counting errors. These policies and procedures were adopted by Escuela Popular del Pueblo Board at its September 18, 2025 meeting. *(See Exhibit 5, Response to RSBC Instructional Time Analysis and Attendance Compliance Report.)*

As part of the 2025-2026 Annual Oversight Monitoring, the District conducted a detailed review of EPCTC's attendance records and discovered deficiencies in attendance accounting and monitoring, resulting in an over calculation of ADA. On November 13, 2025, EPCTC was issued a Notice of Deficiency from the District outlining findings and identify next steps for EPCTC to remedy the deficiencies. (*See Exhibit 6, Notice of Deficiency EPCTC Attendance Tracking and Six Periods Enrollment 11.13.2025.*)

Even though EPCTC Leadership responded to the Notice of Deficiency with correspondence dated December 1, 2025, the District Staff continues to have concerns regarding EPCTC's ability to capture and monitor student attendance with accuracy and completeness. (*See Exhibit 7, EPCTC Response to Notice of Deficiency EPCTC Attendance Tracking and Six Periods Enrollment 11.13.2025.*)

Within the last three years of EPCTC's current charter term, the District has identified ongoing student attendance inconsistencies and errors that have resulted in EPCTC submitting monthly reports that are incorrect and/or include overstated ADA.

Below are examples of known attendance errors discovered by the District:

1) Students marked present when they should have been marked absent.
2) Teachers not taking hourly attendance for classes that span more than one period.
3) Students counted as present when they should have been marked as absent via dual enrollment code "DA".
4) Improper or non-existent documentation for attendance changes.
5) Inconsistencies between monthly ADA reports, teacher attendance rosters, and PowerSchool Student Information System used by EPCTC.

While the District has made EPCTC Leadership aware of these deficiencies numerous times, these errors continue to persist in subsequent follow-up reviews by the District. (*See Exhibit 8, Notice of Correction - Dual Enrollment Attendance Counting 3.4.2026.*)

B. Instructional Calendar and Minutes Reporting.

As a part of the annual oversight monitoring process for EPCTC and EPAFLC, the District identified discrepancies in the instructional calendar submitted to the District, the information entered into the PowerSchool Student Information System (PowerSchool), and the instructional minutes calculations report submitted to the District on June 12, 2025. Accuracy in these records is critical to ensure compliance with instructional time requirements.

The instructional calendar for EPCTC had inconsistencies between the version submitted to the District and the calendar entered into PowerSchool. Specifically, the three (3) days of final assessments for Quarter 1 were not accurately reflected in both records, resulting in an inaccurate calculation of instructional minutes for the 2025-26 school year. (*See Exhibit 9, Notice of Concern - Instructional Calendar and Minutes Reporting 12.1.2025.*)

Per Education Code section 47612.5(a), charter schools must provide, by grade span, a minimum number of instructional minutes. For grades 9-12, charter schools must provide at least 64,800 minutes per fiscal year. Failure to meet these requirements may result in apportionment penalties. The District continues to be concerned that EPCTC is at risk of

noncompliance with Education Code section 47612.5(a) due to errors in calculating the instructional minutes for the 2025-26 school year.

In correspondence dated December 1, 2025, the Executive Director disagreed with the District's findings and calculations, stating the following:

> "The information above demonstrates that Escuela Popular exceeds the required instructional minutes for every grade level. Escuela Popular does not have a problem with insufficient instructional minutes. We know this because Escuela Popular used the District's forms for calculating instructional minutes, made the calculations, and provided the completed forms to the District for approval (see Exhibits B-D). District staff then reviewed the information that Escuela Popular provided and approved the school's instructional minutes before the start of the 2025-2026 school year. On July 18, 2025, District Attendance Accounting Specialist Eva Castro e-mailed Escuela Popular and confirmed that "Escuela Popular's Instructional Minutes for 2025-26 is approved" (see Exhibit E). If Ms. Castro, whose specialty at the District is attendance accounting, had seen a problem with Escuela Popular's instructional minutes, she would not have approved them. For the last approximately 23 years, Escuela Popular has used the District's forms to calculate and report academic schedules and instructional minutes, and District staff who are experienced in this specific area have reviewed and approved the forms. To the extent that changes to the schedule have happened throughout the 2025-2026 school year, these changes did not reduce total instructional minutes.
>
> Bell schedules that Escuela Popular provided to the District are enclosed as Exhibits F-I. District Charter School Oversight staff later made the assumption that the bell schedules and instructional minutes as reflected on PowerSchool are the "real" schedules and that therefore the versions provided to the District are inaccurate. This is a false premise. In reality, Escuela Popular does not use PowerSchool for the purpose of calculating and reporting instructional minutes. PowerSchool reflects schedules in terms of courses offered and students enrolled in those courses, with a focus on using the software as a tool to track grading. PowerSchool does not necessarily reflect the actual minutes of instruction, movement of students between classrooms, or real-time scheduling adjustments. It would take considerable school resources to dedicate administrative staff time to adjusting PowerSchool in real time so that it always matched up with reality. Further, it would require a complete overhaul of Escuela Popular's PowerSchool setup to make it reflect bell schedules that the system was not designed to reflect. The dedication of staff time to replicate information in PowerSchool when it is not used for this purpose would only serve to distract Escuela Popular's administrative team from accomplishing the shared goal of getting more fully credentialed teachers hired and improving student outcomes for all of our students. Escuela Popular has provided, and will continue to provide, accurate information about instructional minutes to the District using the District's forms and established procedures."

Despite the correspondence from the Executive Director dated December 1, 2025, District Staff continues to have concerns that EPCTC's PowerSchool does not accurately reflect EPCTC's instructional calendar and minutes for all grade levels, nor match the instructional calendar and minutes documents submitted to the District for annual auditing purposes. As a result, the District has found that EPCTC's annual minutes need to be recalculated and submitted to the District for final determination on adherence to Education Code section 47612.5(a).

C. Budgetary/Fiscal Concerns

EPCTC reported an Average Daily Attendance (ADA) of 563.93 for Fiscal Year (FY) 2024-25 and projected a declining enrollment of 525.00 ADA for FY 2025-26. EPCTC has projected ADA at 84.0%. As of June 30, 2025, EPCTC had an audited reserve balance of 177%.

Fiscal Historical Revenue/Expenditure Data

	2022-23	2023-24	2024-25
A. Beginning Balance	7,316,693	9,607,330	12,278,708
B. Revenues	10,306,233	11,102,149	13,544,625
C. Expenditures	8,015,596	8,430,771	9,306,880
D. Surplus/Deficit (B-C)	2,290,637	2,671,378	4,237,745
E. Ending Balance (A+D)	9,607,330	12,278,708	16,516,453

While the Escuela Popular del Pueblo Board has shown steady fiscal oversight, EPCTC is projected to have deficit spending for 2025-2026 and two additional years during the renewal charter term.

Even though EPCTC has a strong fund balance and cash flow, the District is unable to determine at this time whether or not EPCTC's staffing and expenditures are an accurate reflection of EPCTC's educational program and the staffing model described in the Renewal Petition, and whether EPCTC has the ability to operate independently as a standalone charter school.

The Independent Audit Report for the Fiscal Year ending June 30, 2024, also reports an Unmodified Opinion on the financial statements and State and Federal compliance with various laws and regulations, but identified deficiencies or material weaknesses disclosed regarding internal control over financial reporting.

By correspondence dated February 6, 2026, District Staff notified EPCTC Leadership of concerns regarding EPCTC's shared leadership and staffing model with its sister school Escuela Popular Accelerated Family Learning Center (EPAFLC). EPCTC Leadership has not provided the District with a five (5) year budget that reflects an autonomous, standalone charter school as described in the Renewal Petition. The budget submitted

with the Renewal Petition does not include leadership, staffing, and teaching positions with Full-Time Equivalent (FTE) positions.

In order to determine whether EPCTC can successfully and independently implement its educational program without the need to share staffing with EPAFLC, the District requested updated financial documents for the following:

(1) Roster of all leadership, staffing, and teaching positions;
(2) FTE of all positions;
(3) Teaching Session (AM, PM, Both); and
(4) Funding Source(s) (General, grant, etc.)[2]

EPCTC'S current Charter states that EPCTC will have a maximum enrollment of 750 students. As of October 1, 2025, EPCTC had approximately 525 students enrolled. The enrollment for the 2024 – 2025 school year was 787 students. This is a 262 student decline in enrollment over one school year. Per the Memorandum of Understanding ("MOU") between the District and EPCTC signed on June 8, 2018, when enrollment exceeds 120% or falls below 20% of the total number of students authorized in the Charter, EPCTC is required to request a material revision. EPCTC has experienced a 33% decline in enrollment from 2024 – 2025 and 2025 – 2026. A 20% decline or higher from the approved maximum enrollment of 750 students requires a material change request. However, EPCTC has failed to provide a material change request that outlines the new enrollment number and rationale.

Within Element E: Employee Qualifications, the Renewal Petition describes EPCTC as an autonomous, standalone school and outlines job qualifications for key positions, including leadership, operational staff, and teachers. However, during annual oversight visits, the District has observed a shared leadership structure and the commingling of staff, including teachers, between EPCTC and EPAFLC, the other charter school operated by Escuela Popular del Pueblo (EPDP).

This observed staffing model appears inconsistent with the Renewal Petition's characterization of EPCTC as an autonomous school. The District has raised its concerns regarding shared staffing in multiple instances with EPCTC Leadership, including the 2024–2025 staff findings and recommendations for EPAFLC's charter renewal, as well as oversight monitoring feedback during the 2024–2025 credentialing audit for both EPCTC and EPAFLC. These concerns were reiterated during the 2025–2026 credentialing audit.

The District has requested additional information from EPCTC Leadership to clarify how commingled staff are allocated across both schools, including budget accounting, full-time equivalent (FTE) distribution by site, and the allocation of facility-related expenses.

[2] At the time of preparing this Staff Report, this information has not been received by District Staff.

However, at the time of preparing this Staff Report, EPCTC Leadership has not sufficiently responded to these concerns/information requests.

2. Description of the Required Charter Elements

While District Staff found that the EPCTC Renewal Petition generally includes a reasonably comprehensive description of charter elements 1-15, several areas of concern and deficiencies have been identified that are outlined within the analysis of the elements identified below providing further findings of fact in support of the determination that the Petitioners are demonstrably unlikely to successfully implement the education program described in the Renewal Petition.

A. Element One: Description of the Educational Program/Plan for Student Academic Achievement

District Staff reviewed the educational program described in the Renewal Petition under Element One and conducted a school site visit on October 27, 2025. Staff finds that EPCTC is implementing the program and curriculum described in the Renewal Petition. However, the curriculum and program are not aligned to State Standards and District Staff have multiple concerns, including the following:

1. Outdated Core Instructional Resources. The Core instructional resources listed on page 38 of the Renewal Petition contain resources that are considered outdated and not aligned with Common Core State Standards, Next Generation Science Standards, or with the California English Language Development Standards. EPCTC Administration have been notified of this concern during the District's annual oversight monitoring visit for 2024-2025 and during the renewal process for EPAFLC in 2025. The District is concerned that EPCTC's current curricular offering is not aligned with the California Minimum Graduation Requirements or are grade-level appropriate for a grade 9-12 high school.

2. Student Assignment Disparity. As part of the District Staff's review of the Renewal Petition, District Staff identified a disparity between the Course Sequence in the Renewal Petition and the actual assignment of courses to students observed during annual oversight visits. Specifically, a majority of EPCTC students are enrolled in 9th grade and are required to start with non-grade level foundational courses that only count towards elective credit. According to EPCTC Administration, there are two ways in which students are given the course sequence outlined in the Renewal Petition:

1) Students demonstrate foundational knowledge by completing various internal assessments and passing; or

2) Students complete all foundational courses with a "D" grade or higher.

During the 2025-2026 annual oversight monitoring visit debrief meeting with EPCTC Administration, District Staff expressed concern with this practice and shared that applicable law requires English Learners (ELs) to have full access to the core academic content standards, including mathematics, science, and English Language Arts. This is achieved through mandatory Integrated and Designated English Language Development (ELD) to ensure equitable participation in the standard instructional program. District Staff communicated to EPCTC Administration that this will be an area of focus for 2025-2026 annual oversight monitoring. When District Staff conducted the student focus group meetings on October 27, 2025, EPCTC students shared their journey and understanding of how classes are assigned upon enrolling. All students who participated in the focus groups echoed the same approach referenced above. One student informed District Staff that it had taken her seven (7) years at EPCTC to get to the point of becoming a senior and graduating. Another student shared that it had taken him five (5) years to get to the point of becoming a senior and graduating. District Staff's review of transcripts of graduates from the 2024 – 2025 school year confirmed this approach.

3. **Grade Level Promotion Timelines**. As part of District Staff's review of the Renewal Petition, Staff identified a disparity between the course sequenced by grade level cited in the Renewal Petition and the enrollment demographic data available on California Department of Education DataQuest website. Specifically, District Staff found that EPCTC is enrolling a majority of its students in 9th grade and the smallest population of students in 11th grade, which is the grade level for mandated State testing for all California high schools. EPCTC is retaining students beyond typical promotion timelines each school year, as evidenced by its course offerings and credit allocations in transcripts reviewed by the District as part of its annual oversight monitoring.

DataQuest Home / Enrollment Report

Enrollment Multi-Year Summary by Grade

Escuela Popular/Center for Training and Careers, Family Learning Report (43-69427-0107151)

+ Report Description

+ Report Options and Filters

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2024-25	658	0	0	0	0	0	0	0	0	0	0	0	589	35	5	29	0
2023-24	515	0	0	0	0	0	0	0	0	0	0	0	447	33	2	33	0
2022-23	528	N/A	0	0	0	0	0	0	0	0	0	0	458	24	19	27	0
2021-22	415	N/A	0	0	0	0	0	0	0	0	0	0	337	38	14	26	0
2020-21	414	N/A	0	0	0	0	0	0	0	0	0	0	292	45	24	53	0
2019-20	590	N/A	0	0	0	0	0	0	0	0	0	0	492	51	10	37	0
2018-19	643	N/A	0	0	0	0	0	0	0	0	0	0	512	57	11	63	0
2017-18	697	N/A	0	0	0	0	0	0	0	0	0	0	546	62	24	65	0
2016-17	714	N/A	0	0	0	0	0	0	0	0	0	0	551	76	32	55	0
2015-16	812	N/A	0	0	0	0	0	0	0	0	0	0	649	79	41	43	0
2014-15	890	N/A	0	0	0	0	0	0	0	0	0	0	738	78	26	48	0

The District Staff's review of student transcripts confirmed that EPCTC students have been retained as freshmen for several years, despite passing courses and earning sufficient credits needed to promote to the next grade level. In some cases, the District identified students who were enrolled for more than five (5) years at EPCTC. The District is concerned about these ongoing practices and their alignment with the course offerings and program identified in the Renewal Petition.

In response to the District's concern about EPCTC's grade level promotion and retention practices and alignment with graduation requirements, the Executive Director stated the following in correspondence dated February 24, 2026:

> "Alignment with Graduation Requirements
>
> EPCTC affirms that its graduation requirements are compliant with California's minimum requirements, which are legally applicable only to traditional public schools (Education Code Section 47610.). Grade-level promotion is based on clearly defined credit thresholds (61 / 121 / 181 credits) and completion of required English coursework as outlined in the course matrix."[3]

EPCTC Leadership continues to take the position that it is compliant while implementing the practice of promoting students to the corresponding grades of their earned credits, if and only if, students take and pass required English coursework that is outlined in their course of study matrix. The District has and continues to communicate to EPCTC that this approach is inappropriate and out of a compliance with EPCTC's Charter. Students cannot be held back, due to their fluency level in English. Per AB 2735 (O'Donnell) and Education Code section 60811.8, commencing with the 2019–20 school year, schools may not deny middle- or high-school English Learner (EL) students access to:

- Core curriculum courses (ELA, math, science, history/social science)
- Courses required for promotion or graduation
- A full course load of the standard instructional program
- Advanced or A-G courses (e.g., Honors or AP) solely because the student is classified as an English learner.

On February 6, 2026, the District sent a written communication to EPCTC Leadership outlining this concern and requesting a written response addressing this concern and the method by which EPCTC identifies and places students in grade levels each year, and explain the reasoning for why students have been retained as freshmen for more than one school year despite having passed courses and earned sufficient credits to be promoted to the next grade level. *(See*

[3] Taken from February 24, 2026 correspondence entitled "Re: Response to Additional Concerns Regarding EPCTC Charter Renewal" from Patricia Reguerin, Executive Director.

Exhibit 2, EPCTC Charter Renewal - Request for Additional Documentation and Extension.)

Even though EPCTC Leadership responded to this concern in correspondence dated February 24, 2026, the District Staff continues to have concerns regarding the practices EPCTC Leadership is using for annual grade level promotes. *(See Exhibit 3, EPCTC Response to EPCTC Charter Renewal - Request for Additional Documentation and Extension.)*

4. Science Scope and Sequence. The District is concerned that the scope and sequence for Science reflected in the Renewal Petition is insufficient to meet the demands of the Next Generation Science Standards (NGSS). Specifically, it is unclear how EPCTC students are meeting the NGSS performance expectations, based on the provided scope and sequence for Integrated 1 and 2. The core text identified in the Renewal Petition is not referenced in the scope and sequence of the Int 1 or Int 2, nor is it aligned to NGSS. The scope and sequence does not reflect phenomena-based learning, which is the core of NGSS-aligned lessons and units. In addition, schools that implement an integrated science model that meets the rigor of the NGSS, typically offer a three or four-year course sequence. This is due to the integrative approach of Living Earth, Chemistry in the Earth Systems, and Physics of the Universe across three or four years of science. EPCTC's approach of a two-year course sequence model raises concern about how EPCTC will be able to condense its science program into two years, particularly given the context of the newcomer student population it serves. As a best practice, two-year integrated science courses are offered as accelerated programs. District Staff has identified within the course sequence provided, insufficient coverage of Chemistry and Physics of the Universe as demanded by NGSS.

On February 6, 2026, the District sent a written communication to EPCTC Leadership notifying EPCTC of this concern and requested the following:

(1) Links to all labs that correspond to the units taught, including clear objectives of the unit referencing the NGSS standard being addressed by the lab.
(2) Links to all assessments (quizzes, exams, projects, etc.) that correspond to the units taught and the rigor of NGSS, including clear objectives of the unit referencing the NGSS standard being addressed by the assessment; and
(3) Updated core curriculum resource lists that reflect NGSS alignment and submitted scope and sequence.

(*See Exhibit 2, EPCTC Charter Renewal - Request for Additional Documentation and Extension.)*

EPCTC Leadership replied to the District's concern stating,

> "EPCTC's Integrated Science program is fully aligned to the California Next Generation Science Standards (NGSS) and is intentionally structured as a coherent two-year integrated pathway that addresses Life Science (LS), Physical Science (PS), and Earth & Space Science (ESS) performance expectations.
>
> The State of California does not mandate a three- or four-year sequence for NGSS implementation. Rather, schools are required to ensure that high school NGSS performance expectations are met with rigor and fidelity. EPCTC's Integrated Science 1 and Integrated Science 2 courses collectively meet this requirement.
>
> Integrated Science 1 emphasizes:
>
> • HS-LS1, HS-LS2, HS-LS3, HS-LS4 (Life Sciences)
> • HS-ESS3 (Human impacts & climate connections)
>
> Integrated Science 2 emphasizes:
>
> • HS-PS1, HS-PS2, HS-PS3, HS-PS4 (Physical Sciences)
> • HS-ESS1, HS-ESS2, HS-ESS3 (Earth & Space Sciences)" [4]

The District remains concerned and questions EPCTC's choice in condensing three years' worth of science content into two years for students that are newcomers and English Learners. The justification provided by EPCTC does not reflect the needs of the student population. Thus, at the time of preparing this Staff Report, EPDP Leadership has not sufficiently responded to these concerns. *(See Exhibit 3, EPCTC Response to EPCTC Charter Renewal - Request for Additional Documentation and Extension.)*

5. Meeting the Needs of English Learners

District Staff finds the Renewal Petition contains several deficiencies in developing a comprehensive description of instructional programs and supports for English Language Learners, and if EPCTC's Charter were to be renewed, District staff will need to work with EPCTC Leadership to address the following, but not limited to, deficiencies:

(a) Identification and selection of new ELD curriculum that is aligned to the new Common Core State Standards, California English Learner Roadmap State Board of Education Policy: Educational Programs and

[4] Taken from February 24, 2026 correspondence entitled "Re: Response to Additional Concerns Regarding EPCTC Charter Renewal" by Patricia Reguerin, Executive Director.

Services for English Learners, and the California English Language Development Standards.

(b) The academic performance of its English Learner students on the ELPAC and ELPI Dashboard by ensuring EPCTC Leadership are developing and implementing an improvement plan to monitor and track improvement in student academic achievement and performance.

(c) Compliance with AB 2735 (O'Donnell) and Education Code Section 60811.8, and its Charter for providing students access to core classes.

Additionally, due to EPCTC's ongoing failure to ensure that all of its classroom teachers possess the appropriate credential and Crosscultural, Language, and Academic Development (CLAD) Certificate authorizing instruction to English Learners, and/or failure to implement a remedial plan to address this deficiency, the District finds that EPCTC is demonstrably unlikely to meet the needs of the English Learners its serves. This is particularly concerning given that English Learners comprise over 99% of the students served by EPCTC.

B. Element Two: Measurable Student Outcomes

District Staff reviewed Element Two of the Renewal Petition and finds that it generally includes a reasonably comprehensive description of measurable student outcomes, aligned with the mission of the Charter School, and addresses the 8 state priorities required by Education Code 52060. However, District Staff has multiple concerns including the following:

1. Adherence to Graduation Criteria. During the 2025 review of the Escuela Popular Accelerated Family Learning (EPAFLC) renewal petition, District Staff discovered that EPAFLC was out-of-compliance with its approved graduation requirements and was issued a Notice of Concern on or about June 23, 2025. District staff met with EPCTC Leadership to review the concern and discuss next steps. EPCTC Leadership was informed by the District that District Staff would be conducting transcript audits of EPAFLC and EPCTC students who graduated as part of the annual oversight monitoring process for 2025-2026. *(See Exhibit 10, Notice of Concern Escuela Popular - Implementation of Non-Board Approved Graduation Requirements 6.23.2025.)*

Upon reviewing the submitted transcripts for the class of 2025, the District identified several discrepancies and/or concerns regarding the criteria used to determine student eligibility of meeting graduation requirements. EPCTC was notified of these concerns during the Annual Oversight Visit in October 2025, and the results of District Staff's transcript analysis. District Staff met with the EPCTC's counseling team to provide them with an individualized training on the recommended next steps for addressing the identified areas of concern. EPCTC

Leadership was also informed that the District would follow-up with a notification outlining the concerns and actions that EPCTC Leadership needed to take to address these concerns.

2. Bilingual Instruction. EPTCS's "Plan to Support Students Not Meeting Pupil Outcomes" (Element 1, p. 45), includes the following as a key component for implementation of the Plan:

> • Bilingual Staff (Spanish) to support with conceptual understandings: Bilingual staff provides support in primary language to teach concepts and understandings, then transferring the learning to English. Students not reaching the standards often have success in learning it in their primary language to expedite their learning in English.

It has become evident to the District that EPCTC is utilizing individuals who are bilingual to deliver instruction to English Learner students even though they do not possess the required English Learner teaching certificate or authorization to instruct English Learner's raising concern that EPCTC will not be able to support its students who are not meeting pupil outcomes. This is of particular concern since over 99% of the students EPCTC serves are English Learners.

C. Element Three: Method by Which Pupil Progress in Meeting Outcomes will be Measured

EPCTC uses a variety of assessments, including NWEA MAP tests in English and Math, which are listed by the California State Board of Education as approved assessments for producing verified data.

However, District Staff finds that EPCTC is inconsistent in administering the NWEA MAP at least twice a year to effectively monitor progress toward measurable student outcomes metrics. EPCTC needs to develop a continuous-improvement data analysis culture for student learning, where teachers use the NWEA MAP assessments to target student instruction. If renewed, ESUHSD will need to closely monitor and follow-up with EPCTC regarding its progress in administering NWEA MAP for ELA & math as part of the District's annual oversight role.

D. Element D: Governance Structure

During the current charter term, the District has identified several areas of concern regarding the governance structure of EPCTC and the Escuela Popular Del Pueblo Board ("EPDP Board"). Several Notices of Concern/Request for Information and Deficiencies have been sent to the EPDP Board with regards to the status of investigations and complaint procedures, appropriate use of public funds, Board composition practices, nonsectarian employment practices and

operations, Brown Act compliance, and the formation and implementation of Board committees.

With each notification, the District received correspondence from the EPDP Board expressing disagreement with the concerns and/or findings made by the District. The three areas in which the District and EPDP Board were able to arrive at a resolution were the appropriate use of public funds, nonsectarian employment practices/operations, and Brown Act compliance. At the time of preparing this Staff Report, the EPDP Board has not sufficiently responded to the District's satisfaction regarding the status of investigation and complaint procedures, Board composition practices, and implementation of EPDP Board committees and/or ad hoc committees.

As part of the Annual Oversight Monitoring process, the District has attended several EPDP Board meetings and has identified the following, but not limited to, concerns:

1. *Failure to Provide Notice in Spanish*. Per Education Code Section 48985 a public school that has a student population is 15% or more that speaks a single primary language other than English, are mandated to provide school-to-parent notices into that primary language. Given that EPCTC's student enrollment far exceeds this percentage, EPCTC should be providing notification of all EPDP Board meetings in Spanish.

2. *Lack of Board Meeting Translation Services*. In addition, the EPDP Board should be provide translation services at their Board meetings for their Spanish speaking community members.

3. *Inconsistent Board Meeting Start Times*. Absent emergency or extraordinary circumstances, the EPDP Board needs to maintain a consistent start time for notice all open session regular and special meetings that allows for EPCTC and EPAFLC parental and community participation in those meeting.

Other areas of concern include:

1. *Nepotism Policy*. EPCTC lacks a policy that: (1) prohibits any EPDP employee or Board Member from hiring or being involved in the hiring of any relative as an employee of EPDP, and (2) prohibits the appointment or employment of any person to a position for which his/her relative maintains management, supervisory, evaluation, compensation, or promotion responsibilities, and prohibits an employee from participating in any decision that singularly applies to any of his/her relatives.

2. *Complaint Policies/Procedures*. EPDP needs a complaint policy that minimally includes the following:

a) Outlines the procedures for submitting complaints, that identifies whom complaints should be submitted when regarding the Executive Director or other EPDP administration.

b) Protects staff and students from any retaliatory actions for submitting a complaint.

c) Posts the complaint policies/procedures in English and Spanish on the EPDP Board website and EPCTC and EPAFLC's website.

d) Procedures for processing complainants, including who conducts investigations depending upon whom the complaint is about, the timeline, and closure of submitted complaints.

E. Element Five: Employee Qualifications

Teacher Credential Compliance

1. Effective July 1, 2025, all teachers in charter schools are required to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. (Ed. Code 47605(l).)

Teaching Assignment Monitoring Outcomes Data Data Source: Data Quest															
	Total Teaching FTE	Clear		Out-of-Field		Intern		Ineffective		Incomplete		Unknown		N/A	
		% of FTE	FTE	% of FTE	FTE	% of FTE	FTE	% of FTE	FTE	% of FTE	FTE	% of FTE	FTE	% of FTE	FTE
2023-24	22	22.7%	5	3%	0.7	0%	0	70%	15.6	3.5%	0.8	0%	0	0%	0
2022-23	15.8	37.5%	5.9	4%	0.6	0%	0	58.5%	9.2	0%	0	0%	0	0%	0
2021-22	15.7	29.6%	4.6	0%	0	3.2%	0.5	64.8%	10.1	2.4%	0.4	0%	0	0%	0
2020-21	16.4	30%	4.9	0%	0	3.10%	0.5	61.5%	10.1	5.50%	0.9	0%	0	0%	0

The chart above shows that the majority of teachers at EPCTC have been identified as "Ineffective" each year from 2020-21 through 2022-24. As part of the annual oversight monitoring process, EPCTC had been notified by the District on multiple occasions over the past several months about the credentialing requirements needed for the 2025-26 school year; and in prior communications to the District and verbally to the District Board at its meeting on May 8, 2025, regarding the EPAFLC renewal petition, EPCTC Leadership acknowledged their

awareness of the credentialing requirements effective July 1, 2025, and assured the District Board that 100 percent of EPAFLC's teaching staff would possess valid California teaching credentials and, where applicable, English Learner Authorizations, in full compliance with Education Code section 47605(l) and the Charter for the 2025-2026 school year.

Other communications from the District to EPCTC Leadership regarding credentialing compliance concerns, included:

7/16/25 Letter of Deficiency – EPCTC Teaching Staff Credentialing District's Final Findings and Decision	The District determined that EPCTC operated during the 2024-25 school year with approximately seventeen (17) teachers in teaching assignments who were out of compliance in accordance with teaching credentialing requirements specified in Education Code 47605(1), EPCTC's Charter, and guidance provided by the CTC. The District expressed concern that EPCTC allowed these teachers to continue in their teaching assignments without holding the appropriate credentials, even though the District notified EPCTC on multiple occasions, including with a detailed letter of deficiency dated March 26, 2025, that doing so was inconsistent with the requirements of Education Code section 47605 and their Charter. The District reiterated its expectation that for the 2025-26 school year all EPCTC teachers will be appropriately credentialed in accordance with Education Code 47605(l) and its Charter.
7/22/25 Notice of Concern – EPCTC Declaration of Need for Fully Qualified Teachers 2025-2026	District shared concern about the credentialing of the teachers included in the Declaration of Need and belief that the EPDP Leadership (both the Executive Director and Board) incorrectly identified the eligibility of the identified teachers and potentially misled the EPDP Board and teachers in determining eligibility for obtaining an emergency credential for the 2025-26 school year, putting EPCTC at jeopardy of being out of compliance with Education Code section 47605(l), and its Charter. The District expressed concern about EPDP Leadership's continued practice of not communicating proactively and transparently with the District about credentialing matters. The District reiterated its expectation that for the 2025-26 school year all EPCTC teachers will be appropriately credentialed in accordance with Education Code 47605(l) and its Charter.
8/6/25 Notice to EPCTC re Failure to Timely Respond to Notice of Concern dated July 22, 2025 - Teaching Staff	Outlined EPDP Leadership's failure to promptly respond to the District's request for information with information/documentation which Escuela Popular should have had readily available for the start of school year on August 5, and again noted Escuela Popular's continued practice of not communicating proactively and

Credentialing Compliance Concerns	transparently with the District about credentialing matters elevating the District's concerns about EPCTC's noncompliance with teaching staff credentialing requirements. The District also notified EPDP Leadership that should EPCTC utilize any of the teachers listed on the July 28 Revised Declaration of Need for Fully Qualified Teachers as classroom teachers, EPCTC will not only be out of compliance with the requirements of Education Code section 47605(1), but doing so may potentially result in a loss of instructional minutes for Average Daily Attendance associated with the utilization of non-credentialed teachers and other instructional time penalties.
8/29/25 Notice of Placement on Charter Probation	District placed EPCTC on Charter Probation effective immediately per EPCTC's Operational MOU Exhibit 6: School Intervention Protocol, based upon EPCTC's continued failure to remedy violations identified by the District and failure to demonstrate substantial progress toward compliance. The District had only been able to identify from the July 28 Revised Declaration of Need for Fully Qualified Teachers, eleven (11) out of thirty-four (34) teachers as having a valid teaching credential and EL Authorization for their teaching assignment for the 2025-26 school year. As a result, there were twenty-three (23) teachers who should not be in classrooms as the primary teacher. The District noted that upon its inspection of the master schedule in the PowerSchool Student Information System for EPAFLC, the District continued to see the names of the same teachers assigned to classes where they are the primary teacher of record, even though they did not possess a valid teaching credential and/or EL Authorization for their assignment. The District directed EPCTC to take actions including: • Submit a written plan identifying the immediate steps EPCTC will implement to have all of its teachers hold an appropriate and valid teaching credential(s) and/or EL Authorization required for their certificated assignment for the 2025-26 school year in compliance with Education Code section 47605(1) and its Charter. Include specific actions, responsible ELP individuals, timelines, and benchmarks for monitoring progress. • Submit official documentation demonstrating valid credentials and EL Authorization for all teaching staff. • Submit a written plan describing the immediate steps EPCTC will implement to ensure compliance with California Education Code section 47605(1) and the terms of its Charter in implementing a Designated ELD Core instructional program for

	English-Language Learners in ELD Levels 1, 2, 3, and 4 with teachers who hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. Include specific actions, responsible EPL individuals, timelines, and benchmarks for monitoring progress.
8/29/25 Notice of Concern re Escuela Popular's Response to Instructional Time and Attendance Compliance Report	District raised concern that no evidence had been provided to show that the EPDP Board approved actions to ensure all teachers are appropriately credentialed for the 2025-2026 school year, stating: "Please note: This is particularly critical and immediate actions need to be taken by EPCTC to address deficiencies in this area given that EPCTC is currently out of compliance with the teacher credentialling requirements of Education Code section 47605(l)." District expressed concern that failure to align assignments with valid credentials may impact instructional quality, student outcomes, and legal compliance.
10/2/25 Notice of Deficient Corrective Action Plan - Teachers Credentialing Compliance Deficiencies	Notified EPDP Leadership that the Corrective Action Plan ("CAP") submitted with the EPCTC's 9/15/25 response to the Probation Notice does not sufficiently correct or address the deficiencies identified by the District in the Notice of Probation and failed to demonstrate substantial progress toward compliance. The CAP provides evidence of Escuela Popular's continuing failure to ensure that all EPCTC teachers hold a valid California teaching credential with the appropriate EL Authorization for their teaching assignment.

Despite the receipt of multiple written and verbal notices from the District notifying EPDP Leadership (both Executive Director and Board) of the credentialing compliance concerns and deficiencies, and EPDP Leadership's acknowledged understanding of the requirements, EPDP Leadership failed to take sufficient corrective actions to address the violations. As a result, and since the District viewed EPCTC's credentialing compliance deficiencies to be a material violation of its Charter and violation of law as grounds for revocation, on October 16, 2025, the ESUHSD Board approved issuance of a Notice of Violation ("NOV") to EPCTC pursuant to Education Code section 47607. In the NOV, the District identified EPCTC's violations and included evidence relied upon by the District as Exhibits. The NOV also provided EPCTC with a reasonable opportunity to respond to and/or remedy the violations by November 17, 2025. *(The 10.16.25 Notice of Violation and all of its Exhibits, are incorporated herein by this reference.)*

On November 17, 2025, EPCTC timely submitted its response to the NOV.

On January 15, 2026, the ESUHSD Board approved issuance of a Notice of Intent to Revoke the EPCTC Charter finding that EPCTC failed to take the necessary actions to address its non-compliance with teacher credentialing requirements and continued to provide instruction to its students using teachers who do not hold the appropriate credential and English Learner Authorization for their teaching assignment, as required by Education Code Section 47605(l) and EPCTC's Charter. *(See Exhibit 11, Notice of Intent to Revoke and its Exhibits, incorporated herein by this reference.)*

In the Notice of Intent to Revoke, the District found, among things, that:

- EPCTC publicly provided inconsistent and, at times, contradictory information regarding the current credentialing status and progress of its teachers. This inconsistency and absence of information resulted in the District being unable to adequately monitor the progress of EPCTC in addressing teacher credentialing deficiencies.

- EPCTC failed to comply with Education Code section 47605(l) and its Charter by providing sufficient documented evidence of rotating all 30-day substitute teachers. Additionally, EPCTC failed to update and maintain its internal substitute tracker, hindering the District's ability to identify who is actually in the classroom.

- EPCTC has not made satisfactory progress in demonstrating its ability to recruit, hire, and onboard teachers who possess a valid teaching credential and EL authorization for their teaching assignment and continues to utilize individuals with Emergency 30-day Substitute Permits as a long-term solution to fill vacancies.

- For EPCTC and the student population it serves, qualified, credentialed, and EL-authorized teachers are essential, not optional. Reliance upon individuals with only Emergency 30-day Substitute permits with no credentials and EL authorization undermines the quality of instruction, disrupts continuity of instruction, and fails to meet the documented needs of the students EPCTC (over 99% English Learners) who are facing extraordinary linguistic, academic, and social barriers.

Furthermore, the Renewal Petition, under Element Five – Employee Qualifications (p. 107), specifies that the following are required qualifications for EPCTC teacher:

- Valid California Teaching Credential, certificate, permit, or other document required for the teacher's certificated assignment. (Required)

- CLAD Authorization required for the teacher's certificated assignment. (Required)

Based on the above, District Staff reasonably finds that EPCTC is demonstrably unlikely to meet these qualification requirements for its teachers impacting its ability to successfully implement its education program.

Use of Contractor Teachers without Credentials

Through multiple communications, including correspondence dated November 13, 2025, and December 12, 2025, the District requested contracts/credential information for all EPCTC employees including those provided by the external staffing agency Vertex Education. *(See Exhibit 1: re Failure to Provide Access to Information for Charter Oversight and Renewal in a Timely Manner 12.12.2025, Attachment D.)*[5]

Despite the District's multiple requests this information/documentation was never provided by EPCTC Leadership, preventing the District from being able to effectively verify compliance with teacher credentialing requirements as part of its oversight function.

On or about March 13, 2026, the District was informed via EPCTC's legal counsel that EPCTC discovered that on multiple occasions during this 2025-26 school year EPCTC utilized substitutes in its classrooms staffed by external staffing agency "The Education Team" who did not have any credential or any permit needed to be a substitute in the classroom.

The District subsequently received correspondence from the Executive Director dated March 18, 2026, confirming what had been shared verbally by EPCTC's legal counsel, and which despite previous requests, had never been provided or disclosed by EPDP or EPCTC to the District. (*See Exhibit 12: Response to Request for Documentation from Substitute Vendor.)*

The documentation the District subsequently received from EPCTC on March 19, 2026, reflects that a total of twenty-five (25) out of the forty-six (46) contracted substitute teachers utilized by EPCTC/EPAFLC for classroom instruction (for a total of 190 instances) did not possess any credential or any permit to teach.

Based on the District's analysis, since August 20, 2025, there has been a total of 123 out of 190 instances where these uncredentialled substitutes were utilized by EPCTC to deliver classroom instruction. Many of these assignments were for multiple periods in a single day. Moreover, these uses by EPCTC of unauthorized

[5] The Notice of Concern also addressed EPCTC's failure to provide the District staff with access to EPCTC employees for one-on-one interviews as part of the District's annual oversight monitoring visit and renewal process limiting the District's ability to perform required monitoring duties as part of its oversight function.

persons substitutes have occurred throughout the current school year and as recently as February 2-4, 2026.
EPCTC's use of substitutes who lacked the credentials or permit authorizing them to teach may have implications not only on the true quality of instruction being provided, but also on credits and grades given to students, and may subject EPCTC to penalties for the state apportionment received for days these substitutes taught. At the time of this report, the potential educational impact on students and amount of monetary impact on EPCTC is unknown.

EPCTC's failure to ensure that the teachers supplied by the external staffing agency possessed a credential or permit needed for them to teach further demonstrates that EPCTC is unlikely to meet the teacher credentialing requirements and successfully implement its education program.

Comingling of Staff

The Renewal Petition describes EPCTC as an autonomous, standalone charter school and lists job qualifications for key positions, including leadership, operational staff, and teachers. During annual oversight visits, District Staff have observed a shared leadership model and the sharing/comingling of staff, including teachers, with EPCTC's sister school, Escuela Popular Accelerated Learning Center (EPAFLC). The District expressed concern about the shared staffing model on several occasions, including in the 2024-2025 staff findings and recommendations regarding the renewal of EPAFLC, and the charter school oversight monitoring feedback for 2024-2025 for both EPCTC and EPAFLC. During the 2025-2026 annual auditing process for credentialing monitoring for EPCTC and EPAFLC, the District reiterated its concern about the shared staffing model of both schools.

F. Element Seven: Racial, Ethnic, English Learner, and Special Education Balance

On July 1, 2020, AB 1505 took effect, revising Element Seven (Ed, Code 47605(c)(5)(G)) to require charter schools provide a reasonably comprehensive description of how the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, reflective of the general population residing within the district. The chart below shows EPCTC and ESUHSD enrollment demographics, where EPCTC represents they focus recruitment.

Demographic Comparison 2024-2025 Student Enrollment Chart		
Demographic Subgroups	**EPCTC**	**ESUHSD**
African American	*	1.50%
American Indian	*	.20%
Asian	*	31.70%
Filipino	*	5.40%

Hispanic	99.48%	54.10%
Two or More Races	*	2.40%
White	*	4.10%
English Learners	18.95%	23%
Homeless	66%	8%
Socioeconomically Disadvantaged	74.22%	57%
Students with Disabilities	*	12%

The Renewal Petition describes a recruitment plan that has been successful in ensuring EPCTC's enrollment is near capacity in prior years, and demographic data shows that the school has comparable or higher percentages of Hispanic students, Homeless students, and Socioeconomically Disadvantaged populations to the ESUHSD as a whole.

However, when comparing the racial/ethnic distributions of the populations attending EPCTC and ESUHSD, EPCTC is not representative of the ESUHSD as a whole. EPCTC has a racial/ethnic distribution that consists of 99.48% Hispanic students and shows an underrepresentation of Asian, African American, Filipino, and White students, and students with disabilities. Despite this disparity, District Staff believes the Renewal Petition contains a reasonably comprehensive description of Element Seven: Racial, Ethnic, English Learner, and Special Education Balance.

CONCLUSION AND RECOMMENDATION

Based on the foregoing findings, including all referenced Exhibits, **District Staff recommends that the ESUHSD Board deny the renewal of EPCTC's Charte**r. The recommendation for denial is based on findings that petitioners are demonstrably unlikely to successfully implement the educational program set forth in the EPCTC Renewal Petition.

In order to deny the Renewal Petition the ESUHSD Board must make written findings setting forth specific facts to support the denial. Should the ESUHSD Board decide to deny renewal of the EPCTC's Charter, District staff recommends that the Board adopt this Staff Report as the written factual findings as the Board's written findings of fact in support of the denial.

Exhibit 1

Preparing every student to thrive in a global society.

December 12, 2025

Via Email Communication and Certified Mail

Escuela Popular Del Pueblo Board of Directors
149 North White Road
San José, CA 95127

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Re: Notice of Concern/Request for Information – Failure to Provide Access to Information for Charter Oversight and Renewal in a Timely Manner
ATTENTION AND ACTIONS NEEDED

Dear Escuela Popular Del Pueblo Board of Directors:

As the authorizing entity for Escuela Popular/Center for Training and Careers and Escuela Popular Accelerated Family Learning Center ("EPCTC/EPAFLC" or "Charter Schools"), the East Side Union High School District ("District") is required to provide oversight of EPCTC/EPAFLC regarding its compliance with its approved Charter and laws applicable to its operation.

Per Education Code section 47604.3, EPCTC/EPAFLC is obligated to " promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter Schools is an integral part of our relationship, and timely responses by EPCTC/EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

The District has documented multiple instances in which the Executive Director of the Charter Schools, Patricia Reguerin, (the "Executive Director") has failed to provide timely access to the requested information and resources necessary for the District to conduct its required oversight function and charter renewal process. These delays hinder the District's statutory oversight responsibilities and place the Charter Schools at risk of noncompliance.

Delay in Providing User Credentials and Access to PowerSchool Student Information System

On July 14, 2025, District staff requested administrative-level view-only credentials to the Charter Schools' PowerSchool platform for the purpose of conducting routine oversight related to, but not limited to, student attendance, enrollment, master schedule, and CALPADS-related data (*See Attachment "A"*). Despite questions from the Executive Director and repeated follow-ups, the District received limited access to PowerSchool on August 6, 2025 (*See Attachment "B"*) and final view all access on August 15, 2025 (*See Attachment "C"*). This lapse of thirty-one (31) days for the District to receive the access requested significantly delayed the District's ability to verify legally required student-level information and master schedule assignments prior to the start of the 2025-26 school year. Timely access to the student information system is explicitly required by Education Code section 47604.3, which mandates access to *all* records needed for oversight.

Delay in Providing Contracts of All EPCTC Employees

On November 13, 2025, the District requested copies of all current EPCTC employee contracts (including credentialed, classified, administrative, and temporary personnel) to confirm compliance with credentialing and staffing requirements outlined in EPCTC's Charter and MOU (*See Attachment "D"*). On November 17, 2025, the District received an email communication from the Executive Director requesting an extension due to not being able to secure contracts for third party staff (*See Attachment "E"*). The District replied requesting an ETA from the Executive Director on when the contracts will be available to send to the District for review. As of the date of this letter, the District has not been provided with an anticipated date for receiving the contracts. Once again, this delay and/or refusal to provide the District with the requested contracts impairs the District's ability to verify compliance with credentialing laws and personnel policies as needed for its performance of oversight, which again is a violation of Education Code section 47604.3.

Delay in Providing a Private Room and Staff Meeting Schedule for Annual Oversight Visit on November 18, 2025

As part of the District's annual oversight monitoring visit and charter renewal process for EPCTC, District staff requested, in advance, a clear schedule and private room to conduct confidential one-on-one interviews with selected staff members. The District notified staff on October 31, 2025, that the District will be emailing a formal request to meet with additional staff on November 18, 2025, at the Annual Oversight Monitoring Visit for EPAFLC. On November 7, 2025, the District emailed the Executive Director the official list of employee names for one-on-one meetings and did not receive final approval until the middle of the day on November 18, 2025, despite multiple correspondences prior and the day of the Annual Oversight Monitoring Visit for EPAFLC (*See Attachment "F"*). The District has yet to meet with the identified staff as requested. This delay limited the District's ability to conduct

interviews and hindered required monitoring duties as part of our authorize oversight function, in violation of Education Code 47604.3.

We reiterate here, that the District expresses concern to the Escuela Popular Del Pueblo Board of Directors ("EPDP Board") about the continued resistance and interference by the Executive Director in permitting the District to conduct its legal obligation of Annual Oversight Monitoring and charter renewal process as part of its oversight function as charter authorizer. The continued delay in providing access to staff, documents, and information may result in the District engaging in the intervention process outlined in the Charter Schools' Operational MOU Exhibit 6: School Intervention Protocol, and/or taking other appropriate actions consistent with our obligations and function as charter authorizer.

Actions Needed

The District directs the EPDP Board to formally review the concerns identified above and implement corrective measures to ensure that the Charter Schools promptly provide all information required for oversight and charter renewal as mandated by Education Code sections 47604.3.

No later than **5:00 PM on January 9, 2025**, please provide a Board-approved written response outlining:

1. A written explanation of the corrective actions the EPDP Board will implement to address the outstanding requests made by the District. This should include the process for the rescheduling of the staff one-on-one meetings and the submission of all contracts for EPCTC employees as outlined in the original request.

2. A written explanation of how the EPDP Board will ensure ongoing compliance with Education Code sections 47604.3, the Charter Schools' respective Charters, and the Memorandum of Understanding regarding all requests made by the District pursuant to Education Code section 47604.3 as authorizer, and ensure the Charter Schools promptly respond to future inquiries without delay and/or obstruction.

Please contact the undersigned if you need any clarification regarding the items listed above in this Notice of Concern/Request for Information, or if you would like to discuss anything. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Phillip Gedeon
Coordinator of Charter School Oversight

Enclosures:
Attachment A - PowerSchool Email Request 7.15.2025
Attachment B - EP Reply to PowerSchool Request 7.16.2025
Attachment C - Reply to District Access to PowerSchool 8.15.2025

Attachment D - Oversight Request - Contracts for CTC Staff 11.13.2025
Attachment E - Reply to District Employment Contracts for CTC 11.17.2025
Attachment F - Staff Needed for One-on-One Meetings 11.7.2025

CC: Patricia Reguerin - Executive Director, Escuela Popular Del Pueblo
Glenn Vander Zee - Superintendent, East Side Union High School District
Teresa Marquez - Associate Superintendent, East Side Union High School District
Bjorn Berg - Director of Assessment & Accountability, Charter Oversight, East Side Union High School District
William F. Schuetz, Jr., Esq. - Dannis Woliver Kelley

EAST SIDE
HIGH SCHOOL DISTRICT

Attachment A

Gedeon, Phillip <gedeonp@esuhsd.org>

FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Berg, Bjorn <bergbj@esuhsd.org> Mon, Jul 14, 2025 at 10:51 AM
To: patricia@escuelapopular.org
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Dear Ms. Reguerin,

Thank you for your attention to this and your prompt response. The issues raised in the report are substantial and concerning and are based on publicly available records and information and/or information provided by Escuela Popular and, I understand, have been under discussion between District staff and you and your staff for some time now. For that reason, the District believes your review and response could be completed very quickly so that the District can then consider next steps that may be necessary and/or appropriate in advance of the start of the new instructional year. That said, I will inform the District's administrative team and try to respond further within the next 24 hours.

In the meantime, we would like your assurance that you will agree to provide the District and its staff and consultants direct access to the following information and data systems and platforms to aid the District in conducting its oversight and monitoring activities: PowerSchool.

Finally, the District is hereby requesting that, notwithstanding any document retention and destruction policy or verbal or written directives to the contrary, Escuela Popular preserve all records and immediately suspend the destruction of any and all records in Escuela Popular's possession, custody or control relating to the organization's financial matters, attendance reporting, instructional minutes requirements and reporting, and teacher credentials and credentialing. This is to further request that Escuela Popular not alter, modify, transfer or delete any such records, including but not limited to any electronically stored information ("ESI") such as emails; word documents; scanned documents; text messages; and other forms and types of information held, stored, and/or maintained electronically; including without limitation its "metadata" (that is, data about data) which (regardless of whether or not hidden from the normal creators, viewers, or recipients) provides information regarding ESI including without limitation the identity of blind-carbon recipients of emails, the date and/or author of documents, the number of document versions, and hidden messages or formulas, redline/blackline document comparisons; and including without limitation "hash values" which indicate any changes to or deletion of metadata. ESI should be preserved in its "native" format, that is, with its associated file structure defined by the application used to create the document (for example, an email message as created and decoded by the appropriate email application such as Outlook or Google, or a word-processing document created and decoded by Microsoft Word).

Please confirm that Escuela Popular will abide by that request.

Sincerely,

Bjorn Berg
Director of Assessment & Accountability
Charter School Oversight
East Side Union High School District
(408) 347-5174
[Quoted text hidden]

EAST SIDE
HIGH SCHOOL DISTRICT

Attachment B

Gedeon, Phillip <gedeonp@esuhsd.org>

FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Patricia Reguerin <patricia@escuelapopular.org> Wed, Jul 16, 2025 at 9:40 AM
To: "Berg, Bjorn" <bergbj@esuhsd.org>
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Hello:
Thank you for your response.

We acknowledge the District's request and are fully committed to cooperating. Please be assured that we have issued written instructions today to staff and to our head of IT directing that no records be altered or destroyed. All relevant records will be preserved as outlined in your request.

We are currently gathering and reviewing the necessary information to respond substantively to the report. Additionally, we are assessing the appropriate level of access to our systems, including PowerSchool, that aligns with internal protocols and data security requirements. We anticipate providing a full response within one week, once we have completed our internal review and gathered all pertinent information.

Sincerely,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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[Quoted text hidden]

EAST SIDE
HIGH SCHOOL DISTRICT

Attachment C

Gedeon, Phillip <gedeonp@esuhsd.org>

Introduction & Scheduling PowerSchool Walkthrough

Kira Van Voorhees <kvanvoorhees@edtec.com> Fri, Aug 15, 2025 at 3:01 PM
To: "Berg, Bjorn" <bergbj@esuhsd.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Phillip Gedeon <gedeonp@esuhsd.org>, Chris Lim <chris@edtec.com>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>

Hi Bjorn,

I just added access to the roster. Please try accessing and let me know if you have any issues.

Thanks,

Kira

Check out our new service bundles!

edtec
a vertex education company

Kira Van Voorhees
Data Consultant
O: 213-232-0057
E: kvanvoorhees@edtec.com
W: https://edtec.com

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From: Berg, Bjorn <bergbj@esuhsd.org>
Sent: Friday, August 15, 2025 2:41 PM
[Quoted text hidden]

[Quoted text hidden]

Attachment D

Gedeon, Phillip <gedeonp@esuhsd.org>

Oversight Request: Contracts for CTC Staff

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 13, 2025 at 11:46 AM
To: Cindy Cortes <Cindy@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>
Cc: Bjorn Berg <bergbj@esuhsd.org>
Bcc: Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>

Aloha Patricia and Cindy,

Per Education Code section 47604.3, EPCTC/EPAFLC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC/EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

To ensure EPCTC's compliance with teacher credentialing, the District is requesting the following items:

- Contracts for all EPCTC Teachers
- Contracts for all EPCTC Instructors, Paraprofessionals, Teaching Assistants, etc
- First/Original start date of hire for all EPCTC Employees

Can you have this completed by the end of the day on Tuesday, November 18?

Thank you.

Please don't hesitate to reach out if you have any questions or concerns.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext 75172 | gedeonp@esuhsd.org

EAST SIDE HIGH SCHOOL DISTRICT

Attachment E

Gedeon, Phillip <gedeonp@esuhsd.org>

Employment Contracts Update

4 messages

Patricia Reguerin <patricia@escuelapopular.org> Mon, Nov 17, 2025 at 5:26 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,
We're looking forward to your visit tomorrow, November 18, 2025, and wanted to share a quick update ahead of time. Cindy mentioned to me that during your last visit, you requested to see separate substitute contracts. The updated substitute contracts will not yet be visible during your onsite visit. Please know that our HR team at Vertex Education is actively reviewing the recommended changes to ensure all agreements remain in full compliance with applicable requirements.

We appreciate your understanding and partnership as we work through this process. Our goal is to ensure accuracy and alignment across all agreements, and we remain committed to open communication and transparency throughout.

Thank you for your continued collaboration and support.

Best regards,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Thu, Nov 13, 2025 at 11:46AM Gedeon, Phillip <gedeonp@esuhsd.org> wrote:

Aloha Patricia and Cindy,

Per Education Code section 47604.3, EPCTC/EPAFLC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC/EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

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Thank you.

Please don't hesitate to reach out if you have any questions or concerns.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Gedeon, Phillip <gedeonp@esuhsd.org> Mon, Nov 17, 2025 at 7:00 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>
Bcc: Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>, Glenn Vander Zee <vanderzeeg@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Aloha Patricia,

Thank you for the update. Can you provide the District with an estimated time for when this information will be submitted? Having access to this information is critical to our ability to ensure that EPAFLC and EPCTC are both in compliance with Education Code section 47605(l) and its good standing as outlined in the Notice of Probation of being informed of all new hires by EPAFLC and EPCTC.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

Cindy Cortes <Cindy@escuelapopular.org> Tue, Nov 18, 2025 at 4:49 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,

Attached is the First/Original start of hire for all EPCTC Employees.

Let us know if you have any questions.

Best Regards,
Cindy
[Quoted text hidden]
--
Cindy Cortes, HR Manager
Office: (408) 275-7191 ext. 1012
Cell: (408) 426-6591
Fax: (408) 919-4499
[Quoted text hidden]

EP CTC Employee Hire Date.xlsx
17K

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 20, 2025 at 12:06 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Aloha Cindy,

I am replying to confirm receipt of your email with the employee's original hire dates. I will be in contact if I have any questions or additional requests. Thank you.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

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EAST SIDE
HIGH SCHOOL DISTRICT

Attachment A

Gedeon, Phillip <gedeonp@esuhsd.org>

FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Berg, Bjorn <bergbj@esuhsd.org> Mon, Jul 14, 2025 at 10:51 AM
To: patricia@escuelapopular.org
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Dear Ms. Reguerin,

Thank you for your attention to this and your prompt response. The issues raised in the report are substantial and concerning and are based on publicly available records and information and/or information provided by Escuela Popular and, I understand, have been under discussion between District staff and you and your staff for some time now. For that reason, the District believes your review and response could be completed very quickly so that the District can then consider next steps that may be necessary and/or appropriate in advance of the start of the new instructional year. That said, I will inform the District's administrative team and try to respond further within the next 24 hours.

In the meantime, we would like your assurance that you will agree to provide the District and its staff and consultants direct access to the following information and data systems and platforms to aid the District in conducting its oversight and monitoring activities: PowerSchool.

Finally, the District is hereby requesting that, notwithstanding any document retention and destruction policy or verbal or written directives to the contrary, Escuela Popular preserve all records and immediately suspend the destruction of any and all records in Escuela Popular's possession, custody or control relating to the organization's financial matters, attendance reporting, instructional minutes requirements and reporting, and teacher credentials and credentialing. This is to further request that Escuela Popular not alter, modify, transfer or delete any such records, including but not limited to any electronically stored information ("ESI") such as emails; word documents; scanned documents; text messages; and other forms and types of information held, stored, and/or maintained electronically; including without limitation its "metadata" (that is, data about data) which (regardless of whether or not hidden from the normal creators, viewers, or recipients) provides information regarding ESI including without limitation the identity of blind-carbon recipients of emails, the date and/or author of documents, the number of document versions, and hidden messages or formulas, redline/blackline document comparisons; and including without limitation "hash values" which indicate any changes to or deletion of metadata. ESI should be preserved in its "native" format, that is, with its associated file structure defined by the application used to create the document (for example, an email message as created and decoded by the appropriate email application such as Outlook or Google, or a word-processing document created and decoded by Microsoft Word).

Please confirm that Escuela Popular will abide by that request.

Sincerely,

Bjorn Berg
Director of Assessment & Accountability
Charter School Oversight
East Side Union High School District
(408) 347-5174
[Quoted text hidden]

EAST SIDE
HIGH SCHOOL DISTRICT

Attachment B

Gedeon, Phillip <gedeonp@esuhsd.org>

FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Patricia Reguerin <patricia@escuelapopular.org> Wed, Jul 16, 2025 at 9:40 AM
To: "Berg, Bjorn" <bergbj@esuhsd.org>
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

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We are currently gathering and reviewing the necessary information to respond substantively to the report. Additionally, we are assessing the appropriate level of access to our systems, including PowerSchool, that aligns with internal protocols and data security requirements. We anticipate providing a full response within one week, once we have completed our internal review and gathered all pertinent information.

Sincerely,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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[Quoted text hidden]

EAST SIDE HIGH SCHOOL DISTRICT

Attachment C

Gedeon, Phillip <gedeonp@esuhsd.org>

Introduction & Scheduling PowerSchool Walkthrough

Kira Van Voorhees <kvanvoorhees@edtec.com> Fri, Aug 15, 2025 at 3:01 PM
To: "Berg, Bjorn" <bergbj@esuhsd.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Phillip Gedeon <gedeonp@esuhsd.org>, Chris Lim <chris@edtec.com>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>

Hi Bjorn,

I just added access to the roster. Please try accessing and let me know if you have any issues.

Thanks,

Kira

Check out our new service bundles!

edtec a vertex education company

Kira Van Voorhees
Data Consultant
O: 213-232-0057
E: kvanvoorhees@edtec.com
W: https://edtec.com

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From: Berg, Bjorn <bergbj@esuhsd.org>
Sent: Friday, August 15, 2025 2:41 PM
[Quoted text hidden]

[Quoted text hidden]

Attachment D

EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Oversight Request: Contracts for CTC Staff

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 13, 2025 at 11:46 AM
To: Cindy Cortes <Cindy@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>
Cc: Bjorn Berg <bergbj@esuhsd.org>
Bcc: Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>

Aloha Patricia and Cindy,

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Can you have this completed by the end of the day on Tuesday, November 18?

Thank you.

Please don't hesitate to reach out if you have any questions or concerns.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

EAST SIDE HIGH SCHOOL DISTRICT

Attachment E

Gedeon, Phillip <gedeonp@esuhsd.org>

Employment Contracts Update

4 messages

Patricia Reguerin <patricia@escuelapopular.org> Mon, Nov 17, 2025 at 5:26 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,
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We appreciate your understanding and partnership as we work through this process. Our goal is to ensure accuracy and alignment across all agreements, and we remain committed to open communication and transparency throughout.

Thank you for your continued collaboration and support.

Best regards,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Thu, Nov 13, 2025 at 11:46AM Gedeon, Phillip <gedeonp@esuhsd.org> wrote:

Aloha Patricia and Cindy,

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Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Gedeon, Phillip <gedeonp@esuhsd.org> Mon, Nov 17, 2025 at 7:00 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>
Bcc: Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>, Glenn Vander Zee <vanderzeeg@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Aloha Patricia,

Thank you for the update. Can you provide the District with an estimated time for when this information will be submitted? Having access to this information is critical to our ability to ensure that EPAFLC and EPCTC are both in compliance with Education Code section 47605(l) and its good standing as outlined in the Notice of Probation of being informed of all new hires by EPAFLC and EPCTC.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

Cindy Cortes <Cindy@escuelapopular.org> Tue, Nov 18, 2025 at 4:49 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,

Attached is the First/Original start of hire for all EPCTC Employees.

Let us know if you have any questions.

Best Regards,
Cindy
[Quoted text hidden]
--
Cindy Cortes, HR Manager
Office: (408) 275-7191 ext. 1012
Cell: (408) 426-6591
Fax: (408) 919-4499
[Quoted text hidden]

EP CTC Employee Hire Date.xlsx
17K

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 20, 2025 at 12:06 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Aloha Cindy,

I am replying to confirm receipt of your email with the employee's original hire dates. I will be in contact if I have any questions or additional requests. Thank you.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

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Attachment F

EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Gedeon, Phillip <gedeonp@esuhsd.org> Fri, Nov 7, 2025 at 10:41 AM
To: Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>
Cc: Bjorn Berg <bergbj@esuhsd.org>

Aloha Patricia and Olivia,

The staff listed below are needed for a brief one-on-one meeting. Bjorn and I would like to meet with them on November 18, 2025. We have a couple of questions that we would like to ask them, and it should take about 10 minutes per person. Thanks.

Additional Staff:

- Barrera Lopez, Maria Del Carmen
- Castro, Berenice
- Cortes, Cindy
- Esteva, Elizabeth
- Garcia Esteva, Sonia
- Ortiz, Yolanda
- Torrez Peralta, Maria
- Martinez, Karen
- Haynes, Charnice

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Patricia Reguerin <patricia@escuelapopular.org> Wed, Nov 12, 2025 at 8:25 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip:

We received your request to meet one-on-one with staff on November 18, 2025. Before scheduling, we need clarification regarding the purpose and context of these meetings.

Please provide, in writing:

- The purpose of these meetings and the intended outcomes;
- The topics or questions to be covered;
- How information will be recorded, used, and shared;
- Confirmation that participation is voluntary
- An explanation of how this request relates to the oversight visit for EPAFLC, including whether this same practice has been conducted during other oversight visits.

Additionally, we request that a school administrator be present during each interview.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Gedeon, Phillip <gedeonp@esuhsd.org> Fri, Nov 14, 2025 at 10:20 AM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>
Bcc: Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>, Teresa Marquez <marquezt@esuhsd.org>, Glenn Vander Zee <vanderzeeg@esuhsd.org>

Aloha Patricia,

Per the MOU for EPCTC and EPAFLC, the district has the right to request meetings with individual staff members as part of annual oversight responsibilities. I appreciate your questions, and can restate that we would like to meet with the identified staff for a one-on-one meeting during our visit on November 18, 2025. EP Leadership was informed on October 31, 2025, that the district would be submitting a formal request identifying the individual staff we would like to meet with.

The purpose of these brief one-on-one meetings is to gather insight from staff regarding the implementation of the school's educational program and daily operations. This is another option for authorizes to use at any time for the monitoring of charter schools. EP employees are not required to participate; however, you can inform them that the meeting is considered confidential.

Below is the excerpt from the MOU regarding the District's ability to meet with staff upon request. If you have any additional questions or concerns before your visit on Tuesday, please don't hesitate to let us know.

Section 2: District-School Relationship

2.13 Site Visits may include any activities reasonably required to fulfill the District's supervisory oversight responsibilities, including, but not limited to, review of the Charter School's facility; review of records maintained by the School; interviews with the Principal, Board of Directors, staff, school families, and community members; and/or observation of classroom instruction.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

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EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Patricia Reguerin <patricia@escuelapopular.org> Sat, Nov 15, 2025 at 2:17 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Dear Phillip,

Thank you for your email. I want to clarify that the MOU language you referenced does not preclude Escuela administrators from attending interviews of our staff or observations by district personnel during the November 18 site visit. As the legal employer of our staff under Education Code section 47604.3, Escuela has the right to be present when outside parties interview our employees. We will have an administrator present during each one-on-one meeting with staff.

Section 2.13 of the MOU grants the district authority to conduct interviews as part of oversight but does not—and legally cannot—require those interviews to occur without the charter school's management present. California charter schools operate as independent public schools with separate employment relationships, and no provision of the Education Code or our MOU strips us of the ordinary right to have management present when third parties question our employees about workplace matters.

We will proceed with administrator participation on Tuesday.

Please confirm receipt and let me know if you need anything else before the visit.

Best regards,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Gedeon, Phillip <gedeonp@esuhsd.org> Mon, Nov 17, 2025 at 6:53 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>
Bcc: Bill Schuetz <wschuetz@dwkesq.com>, Rogelio Ruiz <rruiz@ruizedulaw.com>, Glenn Vander Zee <vanderzeeg@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Aloha Patricia,

I understand your email to mean that you are refusing to permit District staff to meet with EPAFLC/EPCTC staff members individually during our oversight visit on November 18, 2025, citing Education Code section 47604.3 as the basis for your refusal.

Education Code section 47604.3 requires a charter school to promptly respond to all reasonable inquiries from its chartering authority, and to consult with its chartering authority regarding any inquiries. The District has expressed its interest in meeting with EPAFLC/EPCTC instructional leadership staff individually as part of our oversight function/obligation and your refusal to grant our reasonable request serves as a barrier to our ability to perform that function/obligation.

Again, the purpose of these brief one-on-one meetings is to gather insight from staff regarding the implementation of the charter schools' educational program and daily operations as part of our annual oversight site visit. This is an option for authorizers to use at any time for the monitoring of charter schools and is consistent with our MOU and function as charter authorizer.

If you have other authority to support your refusal to accommodate the District's request other than what you have referenced, please promptly provide that for our attention. Otherwise, it is our expectation that our request to meet individually with the staff members we have identified will be accommodated during our site visit tomorrow, November 18, 2025.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

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EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Patricia Reguerin <patricia@escuelapopular.org> Mon, Nov 17, 2025 at 8:24 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Dear Phillip,

We are not obstructing or creating a barrier to the District's oversight of the charter school. There is no legal right (statutory or otherwise) for the District to conduct interviews of the charter school employees. Despite that, as we previously noted, we are willing to coordinate these interviews as long as someone from the Administration (or the Board) can be present.

Our citation to Education Code section 47604.3 was intended to highlight the fact that the District has the right to make reasonable inquiries of the "charter school" and that the "charter school" shall promptly respond to those requests. Section 47604.3 does not give the District the right to interrogate or interview the charter school's employees; it's the "charter school" acting through its administration that is responsible for responding to those reasonable inquiries. And nothing in the MOU with the District gives the District the right to do these one-on-one interviews.

We will be available tomorrow for these interviews if you choose to conduct them.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Patricia Reguerin <patricia@escuelapopular.org> Tue, Nov 18, 2025 at 12:39 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Hello Phillip,
We have the staff you requested ready to begin the 10-minute one-to-one interviews at 1:00. Please note that you declined our request to have an administrator present during the interviews. Ivan Garcia will coordinate with the staff to begin at 1:00. Please let me know if that works for you.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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EAST SIDE
HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Staff Needed for One-On-One Meetings

Berg, Bjorn <bergbj@esuhsd.org> Tue, Nov 18, 2025 at 12:50 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: "Gedeon, Phillip" <gedeonp@esuhsd.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Good afternoon,

Thank you. Based on our conversation this morning, I thought we would receive the schedule earlier to start at 12:30. Due to the delay in communication and scheduling, we will follow up at a later date with this request. We need to meet with our staff to debrief the visit and prepare for our 3:30 meeting.

Thank you,
Bjorn
[Quoted text hidden]

Exhibit 2

Preparing every student to thrive in a global society.

February 6, 2026

Via Email Communication

Patricia Reguerin
Executive Director
patricia@escuelapopular.org

Escuela Popular Del Pueblo Board of Directors:

Dr. Pablo Reguerin - Chair	preguerin@escuelapopular.org
Bernard Gifford, Ph.D	bgifford@escuelapopular.org
San Juana Ochoa	sanjuanaochoa@escuelapopular.org
Maria del Rocio Preciado	mpreciado@escuelapopular.org
Robert Escobar	rescobar@escuelapopular.org
Ellen Middaugh	ellen.middaugh@sjsu.edu
Sherry Segura	ssegura@tfhe.org

Re: EPCTC Charter Renewal Petition
Request for Additional Documentation and Process Extension

Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:

On December 17, 2025, the East Side Union High School District ("District") received the charter renewal petition for Escuela Popular/Center for Training and Careers, Family Learning ("EPCTC" or "Charter School"). Per Education Code sections 47605/47607, the District must hold a public hearing regarding the renewal petition no later than sixty (60) days from receiving the petition, and shall take action regarding the renewal within ninety (90) days of receipt (unless extended up to 30 days by mutual agreement). As previously communicated, the District will hold the public hearing regarding the renewal petition on February 12, 2026, and anticipates agendizing the proposed renewal for Board

action at a special meeting on March 12, 2026. This date means the staff's recommendation and findings must be posted by February 25, 2026.

The review of EPCTC's renewal petition by District staff commenced on December 18, 2025. As of the date of this letter, staff have identified multiple concerns with the submitted renewal petition, as listed below. With this letter, we request that the Charter School's leadership provide additional information and documentation regarding these items.

Additionally, to afford EPCTC sufficient time to respond to these concerns and for the District to consider EPCTC's responses so that an informed recommendation to the Board regarding the renewal petition can be made, we are also requesting EPCTC's mutual agreement to extend the action deadline to the regular Board meeting on April 16, 2026 (120th day from receipt). We believe it is in EPCTC's interest to mutually agree to this extension, since the staff's ability to provide an analysis and make a recommendation to the Board regarding the petition will be impacted without the information and explanations requested by this letter.

Concern 1: Charter School Shared Leadership and Staffing Model

Within Element E: Employee Qualifications, the renewal petition describes EPCTC as an autonomous, standalone school and lists job qualifications for key positions, including leadership, operational staff, and teachers. During annual oversight visits, the District has observed a shared leadership model and the sharing/comingling of staff, including teachers, with EPCTC's sister school, Escuela Popular Accelerated Learning Center ("EPAFLC"). The District expressed concern about the shared staffing model on several occasions, including in the 2024-2025 staff findings and recommendations for the charter renewal of EPAFLC, and the charter school oversight monitoring feedback for 2024-2025 for EPCTC and EPAFLC. During the 2025-2026 annual auditing process for credentialing monitoring for EPCTC and EPAFLC, the District reiterated its concern about the shared staffing model of both schools. As a result, EPCTC must provide a written response to the District's concerns, including a description of the staffing at EPCTC.

Concern 2: Finance and Operations

Based upon the findings in Concern 1: Charter School Shared Leadership and Staffing Model, the District is concerned that EPCTC Leadership ("EPCTCL") has not provided the District with a five (5) year budget that reflects an autonomous, standalone charter school as described in the renewal petition. The submitted budget does not include leadership, staffing, and teaching positions with Full-Time Equivalent (FTE) positions.

In order to determine whether EPCTC can successfully and independently implement its educational program without the need to share staffing with EPAFLC, the District requests updated financial documents for the following:

(1) Roster of all leadership, staffing, and teaching positions;
(2) FTE of all positions;
(3) Teaching Session (AM, PM, Both); and

(4) Funding Source(s) (General, grant, etc).

Concern 3: Student Enrollment and Attendance

EPCTC's current Charter states that EPCTC will have a maximum enrollment of 750 students. As of October 1, 2025, EPCTC had approximately 525 students enrolled. The enrollment for the 2024 - 2025 school year was 787 students. This is a 262-student decline in enrollment over one school year. Per the Memorandum of Understanding signed on June 8, 2018, enrollment exceeding 120% or falling below 20% of the total number of students authorized in the Charter requires a material change by the Charter School. EPCTC has experienced a 33% decline in enrollment from 2024 - 2025 and 2025 - 2026. A 30% decline from the approved maximum enrollment of 750 students requires a material change request. As a result, the District requests a written response addressing this concern and the impact on the Charter School's projected revenue for the proposed charter renewal term.

Concern 4: Educational Program

Grade Promotion and Retention Practices

Within Element A: Educational Program, the submitted renewal petition contains a chart with EPCTC's High School Graduation Requirements. The chart shows the total number of credits per course. In California, 11th grade is the grade level at which mandated state testing occurs, and the data from that testing is used to populate the California Dashboard for accountability purposes. According to the CDE DataQuest website, EPCTC has the majority of its students enrolled in 9th grade and the smallest population of students in 11th grade. The District is concerned that EPCTC is retaining students beyond typical promotion timelines each school year, as evidenced by its course offerings and credit allocations in transcripts reviewed by the District for annual oversight monitoring. The chart below shows enrollment by grade levels for 2014 to 2025 and highlights the district's concern.

DataQuest Home / Enrollment Report

Enrollment Multi-Year Summary by Grade

Escuela Popular/Center for Training and Careers, Family Learning Report (43-69427-0107151)

+ Report Description

+ Report Options and Filters

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2024-25	658	0	0	0	0	0	0	0	0	0	0	0	589	35	5	29	0
2023-24	515	0	0	0	0	0	0	0	0	0	0	0	447	33	2	33	0
2022-23	528	N/A	0	0	0	0	0	0	0	0	0	0	458	24	19	27	0
2021-22	415	N/A	0	0	0	0	0	0	0	0	0	0	337	38	14	26	0
2020-21	414	N/A	0	0	0	0	0	0	0	0	0	0	292	45	24	53	0
2019-20	590	N/A	0	0	0	0	0	0	0	0	0	0	492	51	10	37	0
2018-19	643	N/A	0	0	0	0	0	0	0	0	0	0	512	57	11	63	0
2017-18	697	N/A	0	0	0	0	0	0	0	0	0	0	546	62	24	65	0
2016-17	714	N/A	0	0	0	0	0	0	0	0	0	0	551	76	32	55	0
2015-16	812	N/A	0	0	0	0	0	0	0	0	0	0	649	79	41	43	0
2014-15	890	N/A	0	0	0	0	0	0	0	0	0	0	738	78	26	48	0

Alignment with Graduation Requirements

As part of the District's 2025-2026 charter school oversight monitoring feedback regarding 2024-2025 for EPCTC and EPAFLC, the District informed EPCTCL about its concern regarding the number of students within EPCTC grade levels who were identified as meeting the required graduation requirements outlined in the EPCTC Charter and the California minimum graduation requirements. During the 2025-2026 annual charter school oversight visit with EPCTCL, District staff shared concerns about students not meeting the graduation requirements outlined in the Charter and the California minimum graduation requirements, and informed EPCTC that the District will issue a notice outlining the concern. The District also found, from our review of student transcripts, that EPCTC students have been retained as freshmen for several years, despite passing courses and earning sufficient credits needed to promote to the next grade level. In some cases, the District identified students who were enrolled for more than five (5) years at schools serving students in grades 9-12. The District is concerned about these ongoing practices and their alignment with the course offerings and program identified in the renewal petition. As a result, EPCTC should provide the District with a written a detailed response addressing this concern and the method by which EPCTC identifies and places students in grade levels each year, and explain the reasoning for why students have been retained as freshmen for more than one school year despite having passed courses and earned sufficient credits to be promoted to the next grade level.

Science Curriculum and Alignment to Next Generation Science Standards

The District is concerned that the scope and sequence for Science reflected in the renewal petition is insufficient to meet the demands of the Next Generation Science Standards ("NGSS"). Specifically, District staff lack clarity on how EPCTC students are meeting the NGSS performance expectations, based on the provided scope and sequence for Integrated 1 and 2. The core text listed in the renewal petition is not referenced in the scope and sequence of the Int 1 or Int 2. The scope and sequence do not reflect phenomena-based learning, which is the core of NGSS-aligned lessons and units. In addition, schools that implement an integrated science model that meets the rigor of the NGSS typically offer a three or four-year course sequence. This is due to the integrative approach of Living Earth, Chemistry in the Earth Systems, and Physics of the Universe across three or four years of science. EPCTC's approach of a two-year course sequence model raises concern about how EPCTC will be able to condense its science program into two years, particularly given the context of its student population of newcomers it serves. As a best practice, two-year integrated science courses are offered as accelerated programs.

The District requests that EPCTC provide the following:

(1) Links to all labs that correspond to the units taught, including clear objectives of the unit referencing the NGSS standard being addressed by the lab.
(2) Links to all assessments (quizzes, exams, projects, etc) that correspond to the units taught and the rigor of NGSS, including clear objectives of the unit referencing the NGSS standard being addressed by the assessment; and
(3) Updated core curriculum resource lists that reflect NGSS alignment and submitted scope and sequence.

By no later than Friday, February 13, 2026, please advise whether EPCTC will agree to extend the action deadline to the regular District Board meeting on April 16, 2026 (120th day from receipt).

Sincerely,

Phillip Gedeon
Coordinator of Charter School Oversight

CC: Glenn Vander Zee - Superintendent, East Side Union High School District
Teresa Marquez - Associate Superintendent, East Side Union High School District
Bjorn Berg - Director of Assessment, Accountability, & Charter Oversight, East Side Union High School District

Exhibit 3

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

February 24, 2026

Via Email:
gedeonp@esuhsd.org

Phillip Gedeon, Coordinator of Charter School Oversight
East Side Union High School District
830 North Capitol Ave
San Jose, CA 95133

Re: Response to Additional Concerns Regarding EPCTC Charter Renewal

Dear Mr. Gedeon,

On behalf of Escuela Popular del Pueblo ("Escuela Popular"), I am writing to confirm receipt of your letter dated February 6, 2026, which lists additional concerns and requests for information which you state is relevant to the charter renewal process for Escuela Popular Center for Training and Careers ("EPCTC" or the "Charter School"). While the East Side Union High School District ("District") may not legally deny EPCTC's charter renewal petition based on any of these topics, for multiple reasons, Escuela Popular submits this response to address the issues that you raised. After reviewing these issues, Escuela Popular can confirm that it is legally compliant with regard to each of these topics.

Response to Concern 1: Charter School Shared Leadership and Staffing Model

EPCTC is compliant with the requirements of its approved charter petition, including Element E: Employee Qualifications, and remains in full compliance with credentialing and assignment monitoring requirements.

The District expressed concern that EPCTC is described in the charter as "standalone" and "autonomous," (in District staff's words) while oversight observations reflect a shared leadership and staffing model with EPAFLC. Escuela Popular disagrees with this characterization of EPCTC's charter, which does not prohibit the use of shared staffing between the two schools. EPCTC acknowledges that both schools operate under one governing board and one Executive Director. Additionally, certain leadership and instructional staff provide services across both schools. This structure reflects the operational reality of two small charter schools operating on one campus under the same nonprofit organization.

While governance and executive oversight are shared, EPCTC maintains clear site-level programmatic accountability. Principal Olivia Cortes provides leadership oversight across both schools and supervises Instructional Leaders assigned to EPCTC as well as those assigned to

EPAFLC. Within this structure, EPCTC's instructional program, staff assignments, student services, and daily operations are implemented and monitored with site-specific accountability. Instructional Leaders supporting EPCTC (morning and afternoon sessions) are responsible for supervising instruction, supporting teachers, and ensuring the EPCTC program is implemented in alignment with its charter.

Shared staffing is an intentional resource-efficiency model designed to maximize leadership and teacher capacity across two small schools on a shared campus. However, shared staffing does not keep EPCTC from maintaining accountability for its own compliance. EPCTC independently monitors and documents:

- Staff assignments specific to EPCTC
- Appropriate credentialing for each EPCTC assignment
- Full-Time Equivalent (FTE)/time allocation when staff serve both schools
- Site-specific supervision and evaluation structures

All instructional staff assigned to EPCTC hold the appropriate credentials for their roles, as defined by Education Code section 47605(*l*). For staff serving both schools, credential compliance and assignment monitoring are reviewed and documented by program to ensure clarity and compliance.

To further address the District's concern and strengthen transparency, EPCTC is formalizing a site-specific staffing and supervision matrix that clearly delineates:

(1) staff assigned to EPCTC
(2) any cross-school assignments
(3) FTE allocation by school
(4) reporting/supervisory lines for EPCTC.

EPCTC remains committed to maintaining clear documentation, strong site-level instructional oversight, and full compliance while responsibly stewarding resources within a shared-campus model.

Response to Concern 2: Finance and Operations

EPCTC is fiscally compliant with its approved charter and maintains sound financial practices under the oversight of its governing board and Executive Director. The school operates with financial transparency and in alignment with the fiscal policies outlined in its charter petition.

The District has expressed concern that the previously submitted five-year budget did not reflect EPCTC as an autonomous, standalone charter school, and did not clearly delineate leadership, staffing, and teaching positions with associated Full-Time Equivalent ("FTE") allocations. The District further requested documentation to determine whether EPCTC could

independently implement its educational program without reliance on shared staffing with EPAFLC.

While EPCTC and EPAFLC currently utilize a shared staffing model as a strategic approach given that both schools operate on one campus under the same nonprofit organization, EPCTC is not financially dependent on EPAFLC for implementation of its educational program. The shared model is a resource optimization strategy, not a structural necessity for program viability.

In response to the District's request, EPCTC is providing updated financial documentation [link to Exhibit A] that includes:

1. A complete roster of all leadership, staffing, and teaching positions required to operate EPCTC independently;
2. The Full-Time Equivalent (FTE) allocation for each position;
3. Identification of teaching session assignments (AM, PM, or both); and
4. Funding source(s) supporting each position (General Fund, grants, restricted funds, etc.).

The revised documents demonstrate that EPCTC has the fiscal capacity and enrollment-based revenue projections necessary to sustain its educational program as a standalone operation, should shared staffing no longer be utilized. The financial model reflects conservative revenue assumptions and includes all core leadership, instructional, and operational positions required to meet charter commitments.

EPCTC remains committed to full fiscal transparency and to ensuring that its budget clearly reflects staffing allocations, programmatic needs, and long-term financial sustainability.

Response to Concern 3: Student Enrollment and Attendance

EPCTC is compliant with the terms of its charter on the issue of student enrollment. EPCTC remains committed to accurate enrollment reporting, fiscal transparency, and responsible planning aligned with current student demand.

We respectfully clarify two enrollment figures referenced in the District's concern:

• The 2024–2025 enrollment was 658 students based on official CALPADS reporting, not 787.
• As of October 1, 2025, EPCTC's enrollment was 420 students, not 525.

This reflects a year-over-year decline from 658 to 420 students (an approximately 36% decline from October 2024 to October 2025). EPCTC acknowledges this decline and has proactively adjusted its renewal projections to reflect current enrollment trends. The revised petition includes updated enrollment projections of:

- 525 students in the initial years of the renewal term (aligned with current actual enrollment and conservative growth assumptions)
- 550 students in Years 4 and 5

The charter-authorized maximum enrollment of 750 students represents a cap, not a required operating level. EPCTC's updated projections reflect a responsible recalibration of enrollment expectations based on post-pandemic shifts in student mobility, alternative education demand, and regional enrollment trends.

Material Change Consideration

EPCTC recognizes the District's reference to a 30% decline from the authorized maximum. By revising projected enrollment in the renewal petition itself, EPCTC has effectively addressed the enrollment shift within the renewal framework. The updated projections represent the Charter School's realistic operating model for the upcoming term.

Fiscal Impact and Sustainability

The revised five-year budget has been rebuilt using conservative Average Daily Attendance (ADA) assumptions aligned to current enrollment levels. Expenditures have been right-sized accordingly, including staffing allocations and operational costs.

Response to Concern 4: Educational Program

Grade Promotion and Retention Practices and Alignment with Graduation Requirements

EPCTC is compliant with its charter in terms of policy and procedure for grade promotion and alignment with graduation requirements. The larger number of students in Grade 9 reflects an intentional strategy of promoting students based on readiness for English 1 specifically. This may take longer for EPCTC's adult, English learner students than it would take a native English speaker promoting from Grade 9 to grade 10, for example. For EPCTC's specific student population, English competency is essential in order for students to succeed in higher grades and in different subjects.

EPCTC acknowledges the District's concern regarding the grade-level enrollment distribution reflected in DataQuest, specifically the concentration of students in Grade 9 and smaller populations in Grades 10 and 11. The District further expressed concern that students may be retained beyond typical promotion timelines despite earning credits and that some students have been enrolled for more than five years.

EPCTC affirms that grade-level placement is not age-based and is not determined solely by time enrolled. Placement is governed by a structured, credit-based, and proficiency-based transition policy designed to ensure students are academically prepared for rigorous graduation coursework. Students are not artificially kept in Grade 9. Occasionally, there have been errors in

calculating credits for grade promotion, but those have been limited to inadvertent mistakes which have since been corrected.

Grade-Level Structure and Academic Rationale

As outlined in the EPCTC Grade-Level Structure and Enrollment Impact table (below), grade progression is tied to clearly defined credit bands and English/ELD course benchmarks:

- **Grade 9 (0–60 credits):** Completion of ELD 1A → 3B
- **Grade 10 (61–120 credits):** Entry into English 1 after ELD course sequence completion
- **Grade 11 (121–180 credits):** Completion of four quarters of English 1, then progression to English 2
- **Grade 12 (181+ credits):** Enrollment in English 3

The higher concentration of Grade 9 students reflects the structured completion of the ELD course sequence before advancement into English 1.

Emphasis on ELD Proficiency and Academic Foundation

EPCTC serves a high population of newcomer and English learner students. The ELD course sequence (1A/B → 2A/B → 3A/B) is intentionally designed to build mastery across four essential domains:

1. Listening
2. Reading
3. Speaking
4. Writing

Students must demonstrate strong proficiency before exiting ELD and entering English 1. Departmental standards require students to pass ELD coursework with strong mastery (typically 80% or higher) to ensure readiness for higher-level academic rigor.

A typical student completes the ELD sequence in approximately 1.5 years (six quarters). Advancement occurs after completing the ELD course sequence and achieving the 61-credit threshold.

This instructional model prioritizes long-term academic success over premature advancement. EPCTC's instructional strategy involves an expectation that it may take longer than one year for adult English learner students to achieve enough English competence that they can attempt courses in other subjects (taught in English). EPCTC's program is designed for the needs of this specific student population, and therefore it intentionally does not always involve grade advancement on a conventional 4-year timeline. This is a feature, rather than a flaw, of EPCTC's program structure.

Factors Influencing Grade-Level Distribution

While EPCTC maintains a structured, credit-based, and proficiency-based transition policy, student progression timelines may be influenced by the realities of the population served.

1. Students Retaking ELD Courses

Students who retake ELD courses may remain within the Grade 9 credit band longer than in traditional comprehensive high school models. This reflects mastery-based progression, rather than arbitrary retention.

Approximately:

- 40% of students progress through the ELD sequence without retaking courses.
- Approximately 30% of students may retake one or more ELD courses, extending their time within the Grade 9 credit band.
- 30% leave school due to personal reasons and re-enroll at a future date

2. Employment and Family Responsibilities

EPCTC serves students who frequently balance:

- Employment obligations
- Family caregiving responsibilities
- Economic instability

These circumstances may result in:

- Interruptions to continuous enrollment
- Delayed credit accumulation

Such factors can extend the time required to complete the ELD course sequence and reach promotion credit thresholds.

3. Interrupted Enrollment and Re-Enrollment

Some students leave school for extended periods due to employment, housing, or family circumstances and later return after long periods of time.

Upon re-enrollment, students may:

- Return credit-deficient
- Re-enter within the Grade 9 or Grade 10 credit bands
- Retake coursework to rebuild academic momentum

This mobility contributes to higher concentrations in lower credit bands and smaller cohorts in upper grade levels.

Grade-Level Structure and Enrollment Impact (EPCTC)

Grade Level	Credit Band	ELD / English Progression	Academic Purpose	Impact on Enrollment Distribution
Grade 9	0–60 credits	Completion of ELD 1A → 1B → 2A → 2B → 3A → 3B	Develop strong foundational proficiency in Listening, Reading, Speaking, and Writing to ensure readiness for rigorous academic coursework	Higher enrollment concentration due to structured language acquisition timeline and credit accumulation requirements
Grade 10	61–120 credits	Entry into English 1 after ELD course sequence completion	Transition from language development to graduation-track English coursework with increased academic expectations	Smaller cohort, as students must meet both 61+ credits and ELD course sequence completion
Grade 11	121–180 credits	Completion of 4 quarters of English 1, then progression to English 2	Continued transition from language development to strengthening analytical writing, academic discourse, and content comprehension across math, science, and history	Enrollment reflects students who have accumulated sufficient credits and completed foundational English coursework
Grade 12	181+ credits	Enrollment in English 3	Demonstrate advanced literacy, analytical writing, and readiness for graduation and postsecondary transition	Cohort includes students meeting final credit thresholds

Alignment with Graduation Requirements

EPCTC affirms that its graduation requirements are compliant with California's minimum requirements, which are legally applicable only to traditional public schools (Education Code Section 47610.). Grade-level promotion is based on clearly defined credit thresholds (61 / 121 / 181 credits) and completion of required English coursework as outlined in the course matrix.

To strengthen clarity and alignment:

- EPCTC is conducting structured transcript audits to ensure accurate credit documentation.
- Quarterly graduation progress reviews are being implemented for all students.
- After meeting with the District's transcript expert, EPCTC is proactively transitioning to a more standardized transcript format consistent with District guidance to ensure clarity, consistency, and accurate reporting.
- Students enrolled beyond four years have individualized graduation plans with defined credit completion timelines.

The grade-level distribution pattern identified by the District reflects:

- Structured completion of the ELD course sequence (1A–3B)
- Credit-based promotion thresholds
- Mastery-based language progression standards
- Students retaking courses to strengthen proficiency
- Employment, family responsibilities, and interrupted enrollment patterns

It does not reflect arbitrary retention or non-compliance with graduation requirements.

EPCTC remains committed to academic rigor, accurate reporting, timely promotion based on earned credits, and ensuring that students are fully prepared for success in higher-level graduation coursework and post-secondary transition.

Integrated Science Program

EPCTC's Integrated Science program is fully aligned to the California Next Generation Science Standards (NGSS) and is intentionally structured as a coherent two-year integrated pathway that addresses Life Science (LS), Physical Science (PS), and Earth & Space Science (ESS) performance expectations.

The State of California does not mandate a three- or four-year sequence for NGSS implementation. Rather, schools are required to ensure that high school NGSS performance expectations are met with rigor and fidelity. EPCTC's Integrated Science 1 and Integrated Science 2 courses collectively meet this requirement.

Integrated Science 1 emphasizes:

- HS-LS1, HS-LS2, HS-LS3, HS-LS4 (Life Sciences)
- HS-ESS3 (Human impacts & climate connections)

Integrated Science 2 emphasizes:

- HS-PS1, HS-PS2, HS-PS3, HS-PS4 (Physical Sciences)
- HS-ESS1, HS-ESS2, HS-ESS3 (Earth & Space Sciences)

Across both courses, instruction is three-dimensional and includes:

- Explicit NGSS performance expectations
- Embedded Science & Engineering Practices (SEPs)
- Crosscutting Concepts (CCC) integrated throughout units
- Engineering design challenges aligned to NGSS intent
- Phenomena-based investigations and modeling

The two-year structure is not an accelerated model. It is a deliberately integrated model designed for EPCTC's student population, including newcomer and multilingual learners. The program emphasizes depth of understanding, modeling, academic discourse, and repeated engagement with crosscutting concepts such as:

- Cause and Effect
- Systems and System Models
- Energy and Matter
- Stability and Change

To further strengthen documentation clarity, EPCTC is submitting:

- A comprehensive NGSS Performance Expectation Crosswalk (see below)
- A unit-level alignment matrix identifying anchoring phenomena, SEPs, CCCs, labs, and assessments
- Links to all labs and performance-based assessments demonstrating three-dimensional rigor

EPCTC remains committed to ensuring its science program fully meets the rigor, coherence, and intent of the NGSS framework.

NGSS Domain	Performance Expectation Cluster	Integrated Science 1	Integrated Science 2
HS-LS1	Structure & Function	✓	
HS-LS2	Ecosystems	✓	
HS-LS3	Inheritance & Variation	✓	
HS-LS4	Biological Evolution	✓	
HS-PS1	Matter & Its Interactions		✓
HS-PS2	Forces & Interactions		✓
HS-PS3	Energy		✓

HS-PS4	Waves & Electromagnetic Radiation		✓
HS-ESS1	Earth's Place in the Universe		✓
HS-ESS2	Earth's Systems		✓
HS-ESS3	Earth & Human Activity	✓ (Climate & Ecosystems)	✓ (Climate & Earth Systems)
Engineering Design (HS-ETS1)	Engineering Practices	Embedded (modeling, investigations)	Embedded (design challenges, Rube Goldberg, Egg Drop, Rock Classification Project)

The following links address the requests below:

Integrated Science 1 Scope & Sequence
Integrated Science 2 Scope & Sequence

(1) Links to all labs that correspond to the units taught, including clear objectives of the unit referencing the NGSS standard being addressed by the lab.
(2) Links to all assessments (quizzes, exams, projects, etc.) that correspond to the units taught and the rigor of NGSS, including clear objectives of the unit referencing the NGSS standard being addressed by the assessment; and
(3) Updated core curriculum resource lists that reflect NGSS alignment and submitted scope and sequence.

Conclusion

Although none of the above-mentioned issues should determine the outcome of EPCTC's charter renewal, Escuela Popular takes these issues seriously and appreciates the District's concern with ensuring compliance related to these topics. Overall, EPCTC has taken on the unique challenge of adapting a K-12 educational model to fit the needs of an adult, highly mobile, English learner population with numerous life challenges that impact educational success. Because of this, EPCTC's program may look different from a traditional high school program as it has implemented strategies to serve these specific students. This is by design, and this is exactly what charter schools, and DASS schools in particular, are intended to achieve.

Escuela Popular welcomes the opportunity to work collaboratively with the District on these important issues.

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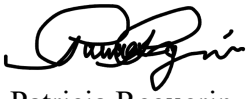
Sincerely,



Patricia Reguerin
Executive Director
Escuela Popular

Exhibit 4

EscuelaPopular

Educates to transform lives.

INSTRUCTIONAL MINUTES AND STUDENT ATTENDANCE

ESCUELA POPULAR CENTER FOR TRAINING AND CAREERS, FAMILY LEARNING

July 2025

Prepared by:

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Introduction

In response to a request from East Side Union High School District's administrative team, Ryland SBC conducted a targeted review of the Escuela Popular's Center for Training and Careers, Family Learning (CTC) program with a specific focus on instructional time compliance and attendance reporting. The goal of this engagement was to assess whether reported instructional minutes align with the requirements of California Education Code and to determine the accuracy and completeness of reported Average Daily Attendance (ADA) for apportionment purposes. The scope of work included a review of course schedules, student attendance records, enrollment patterns, and teacher credential alignment.

Executive Summary

This report identifies concerns regarding Escuela Popular's Center for Training and Careers, Family Learning (CTC) program instructional time compliance and attendance accounting. Although the program appears to offer 65,205 annual instructional minutes, the actual student participation in outer-period classes (Periods 1 and 6) is significantly limited, leading to a likely overstatement of instructional minutes. When excluding these periods, the school falls approximately 23,000 minutes short of the high school minimum requirement, jeopardizing over $2.5 million in annual state apportionment funding.

This report identifies the following areas of review:

- Instructional Time Analysis Findings and Recommendations
- Attendance Compliance Findings and Recommendations
- Teacher Credential Alignment Findings and Recommendations

Testing of 74 student attendance records revealed an 8.49% discrepancy between teacher-certified attendance and reported ADA, equating to a projected potential ADA overstatement of 52.27, or approximately $650,000 in apportionment exposure. Furthermore, a credential compliance review found that 36 of 42 assignments (85.7%) lacked documented alignment with appropriate teaching credentials.

This report outlines recommended corrective actions to ensure compliance with instructional time mandates, improve attendance reporting accuracy, and align staff assignments with credentialing requirements.

Methodology

Our review was conducted through a combination of data validation, sampling analysis, and regulatory benchmarking based on California Education Code and the Education Audit Appeals Panel's Audit Guide procedures. The school provided student attendance and enrollment data in PDF format, rather than a text-based or Excel-compatible file. This format presented limitations in automating data extraction and required manual parsing of student-level information, which inherently increases the time and complexity of analysis and may limit the breadth of sampling compared to structured digital formats.

Data sources included:

- Period-level ADA reports
- Individual student attendance rosters (PDF)
- Course master schedule and bell schedules
- Staff credential records from the California Commission on Teacher Credentialing (CCTC)
- Education Code §47612, §47612.5, and relevant Title 5 regulations

The methodology followed audit guide protocols for reviewing instructional minutes and ADA, though this was a consulting engagement and not a financial audit conducted under generally accepted auditing standards (GAAS).

Instructional Time Analysis Findings and Recommendations

Overview

This report provides an analysis of instructional time and attendance patterns for Escuela Popular's Center for Training and Careers, Family Learning (CTC) program. The program operates under a dual-schedule model with both morning and evening offerings and reports a total of 65,205 instructional minutes annually.

Instructional Schedule

The CTC program follows a six-period day structure in both the morning and evening sessions:

- Morning Schedule: Periods A1 through A6
- Evening Schedule: Periods P1 through P6
- Total Annual Instructional Minutes Offered: 65,205 minutes

While the program is not bound by a specific daily instructional minutes requirement, it is essential to ensure that all students are enrolled in courses that meet the annual instructional minutes requirement as prescribed by the California Education Code.

Course Offerings by Period

Period A1 (Morning Period 1)

- Integrated Science 1
- CCSS Integrated Math II & III
- Spanish for Spanish Speakers 1
- Nutrition
- Basic Computer Skills 1

Period A6 (Morning Period 6)

- Integrated Science 2
- CCSS Integrated Math II
- Fine Art
- Health Education
- World History and Geography
- Basic Computer Skills 1
- Conversational English
- Kickboxing/Zumba
- CCSS Integrated Math I

Period P1 (Evening Period 1)

- Academic Lab (3 sections)
- Fine Art
- Health Education

Period P6 (Evening Period 6)

- Fine Art
- 1A ELD
- English 1
- English 2
- Math Lab
- CCSS Integrated Math I & II
- Physical Education 1
- 2A ELD
- US Government

Attendance and Instructional Minute Compliance

While course offerings appear diverse across the day, actual Average Daily Attendance (ADA) for specific periods raises concerns regarding their use in calculating total instructional minutes.

ADA for Periods 1 and 6 is as follows:

Period	ADA
AM Period 1	72.80
AM Period 6	48.70
PM Period 1	41.51
PM Period 6	124.77

These attendance figures show limited student engagement in Periods 1 and 6. As such, the actual ADA does not support including these periods in the school's calculation of annual instructional minutes. Their inclusion, without broader student access and participation, could result in an overstatement of instructional time and potentially create compliance issues.

Additional observations from our review of 74 student enrollment and attendance records include the following:

1. Only **six students** were enrolled in all six instructional periods.
2. **63 out of 74 students** were enrolled in only **three or four periods**.
3. A **majority of students** were found to be enrolled solely in a **three-period ELD course**, which constituted the entirety of their participation.
4. The total **Average Daily Attendance (ADA)** reported for Month 1 was **615.55**, offering a general benchmark of overall participation.
5. Further investigation showed patterns such as:
    1. Students enrolled in a class for only a couple of days in a class.
    2. Students enrolled but never attending class.
    3. Students attending only two days out of the month.
    4. Students disenrolled after only a few days.

These findings suggest that the majority of students were not enrolled in enough instructional time to meet the annual instructional minutes requirement. This pattern of limited enrollment and low attendance further supports the conclusion that the reported instructional minutes overstate actual student access to instruction.

Charter schools in California must comply with instructional time requirements outlined in several state laws and regulations:

1. **Education Code §47612.5(a)(1)**: Requires charter schools to offer at least the same number of annual instructional minutes as traditional public schools.
2. **Education Code §47612.5(d)(3)**: Clarifies that while charter schools are not subject to daily minimum instructional minutes, they must meet the total annual requirement.
3. **Education Code §47612(b)**: Specifies that only time for which students are both enrolled and attending (or in qualifying independent study) can be claimed for ADA.
4. **Cal. Code Regs. Tit. 5, § 401**: Forms and Procedures for Recording Attendance:
   (a) Elementary school attendance shall be kept in a state school register, as required by section 44809, except when a central file is maintained as authorized by Education Code section 44809.
   (b) High school attendance (including junior high school) shall be kept on forms approved by the California Department of Education.
   (c) In all high schools, except those listed in (d) of this section, each teacher shall be required to submit to the principal, at least once each school day, a report of attendance for each period of the day in which he conducts classes, listing the names of all pupils absent in any period.
   (d) In all classes for adults, continuation schools, and classes, and regional occupational centers and programs, attendance shall be reported to the supervising administrator at least once each school month.

Audit Guide Reference – Annual Instructional Minutes

Per the Education Audit Appeals Panel issued/approved Audit Guide for K-12 LEAs, the following steps must be performed by the LEA's external auditor. These audit procedures were followed for this review, although a full audit in compliance with GAAS was not conducted.

EE. ANNUAL INSTRUCTIONAL MINUTES - CLASSROOM BASED

1. Review the charter school's attendance calendar and bell (class) schedules or other available comparable documentation. If the charter school has multiple sites, select a sample of school sites that is representative of the charter school's grade spans (elementary, middle, and high schools).

2. For each sampled site, compare the amount of instructional minutes offered for each grade level during the year being audited to the amount of instructional minutes required pursuant to Education Code section 47612.5(a)(1).

3. Determine whether the charter school offered optional classes to satisfy instructional minutes requirements. If enrollment in optional classes was low, review the charter school's documentation of class offerings to ensure that the charter school acted effectively to comply with the law. Practices that are not consistent with effectively offering instructional time may include, but are not limited to, offering only a small number of courses that are appropriate only for limited numbers of pupils, and courses scheduled such that pupils may take them only by giving up their lunch period.

4. Prepare the 'Schedule of Instructional Time' that must be presented in the Supplementary Information section of the audit report, showing by grade span the minimum instructional minutes requirements specified in Education Code section 47612.5(a)(1), the instructional minutes offered during the year being audited, showing the sampled site with the lowest number of minutes offered at each grade span, and whether the charter school complied with the instructional minutes provisions.

5. If the charter school did not offer the required number(s) of instructional minutes, prepare a separate schedule for each site, showing only the grade level(s) that were not in compliance, and calculate a proportional reduction in apportionment consistent with subdivision (c) of Education Code section 47612.5. In a finding, include both the schedule(s) and the calculated reduction in apportionment.

These references establish that only valid, accessible, and utilized instructional time should be included in compliance calculations.

Summary

Escuela Popular's CTC program offers a flexible structure that serves a wide range of students across both day and evening schedules. The reported 65,205 instructional minutes suggest compliance with the annual requirement for high schools. However, current ADA patterns in outer periods (1 and 6), along with evidence of limited student schedules and sporadic attendance, do not substantiate their use in the calculation of instructional time. When period 1 and 6 are removed, the annual instructional minutes are only 41,950 falling well below the state minimum required annual instructional minutes. This represents a potential loss of 35.3% of the average daily attendance for the charter. The Charter's LCFF base grant is $7,124,628 representing $12,460 per student. The shortfall in instructional minutes could potentially represent a loss in funding of $2,515,000.

Recommendations and Next Steps

1. Review Enrollment Data: Ensure that student schedules meet the annual instructional minutes requirement individually.
2. Exclude Low-ADA Periods from Minute Calculations: Unless attendance improves significantly, Periods 1 and 6 should not be included in official instructional time totals.
3. Evaluate Course Access and Scheduling: Consider expanding access to core subjects in mid-day periods with stronger attendance.
4. Enhance Monitoring: Implement regular reviews of attendance and course participation to support accurate reporting.
5. Explore Engagement Strategies: Address low participation in outer periods through student surveys, schedule changes, or program adjustments.
6. Ensure Compliance with State Law: Align enrollment practices and attendance monitoring with Education Code §§ 47612.5 and 47612, and Title 5 §11960, to ensure accurate reporting and adherence to instructional time mandates

Attendance Compliance Findings and Recommendation

This second area of the report provides a comprehensive review of instructional time offerings and attendance reporting accuracy for Escuela Popular's Center for Training and Careers, Family Learning (CTC) program. The goal is to assess compliance with California Education Code requirements related to instructional minutes and ADA (Average Daily Attendance), and to determine the reliability of attendance reporting practices with potential implications for apportionment funding.

Detailed Attendance Testing Findings

This report summarizes the results of a compliance review focused on attendance verification practices. The review centered on a detailed sample of 74 student attendance records, with the goal of evaluating accuracy in daily attendance accounting and compliance with state apportionment requirements.

Attendance Testing

As part of our compliance review, we conducted a detailed review of the period attendance records for a sample of 74 students. The following findings were noted:

- Instances were observed where substitute teachers were present, but student attendance was not taken.
- Classes were cancelled, yet students were still counted toward apportionment attendance.
- In some cases, students were marked absent in the teacher-certified attendance records but were counted as present in reported apportionment data.
- For multi-period course offerings, physical attendance was only taken once and not for each period attended. We further noted that passing periods and a lunch period occurred within the three periods of the class.

Across the sample, the total number of instructional days reported for the 74 students was 1,048 days. However, a cross-check against teacher records supported only 959 days of valid apportionment attendance. This discrepancy represents an 8.49% error rate. If extrapolated across the full student body and school year, this error rate would result in an overstatement of 52.27 Average Daily Attendance (ADA), which could significantly affect both compliance reporting and state funding eligibility. The overstatement of 52.27 ADA represents a potential loss in funding of over $650,000.

These findings highlight the importance of consistent attendance verification and accurate recordkeeping, particularly when multiple staff (including substitutes) are involved in attendance reporting.

The findings from this review indicate the need for stronger internal controls over attendance tracking and apportionment reporting. Improvements in attendance data collection and verification will support both funding accuracy and compliance with California Education Code.

Recommendations and Next Steps

1. Implement standardized procedures for substitute teachers to ensure attendance is taken consistently.
2. Monitor class cancellations and verify that apportionment claims align with instructional delivery.
3. Regularly perform an internal audit of attendance data to reconcile reported ADA with teacher-certified records.
4. Train staff on documentation requirements to meet California Code of Regulations, Title 5, §11960.
5. Review schoolwide ADA reporting practices to ensure accurate representation of student participation.

Teacher Credential Alignment Review

As part of our broader compliance assessment, we conducted a credential alignment review to determine whether teachers assigned to specific instructional courses held credentials that appropriately authorized them to teach those subjects.

Our review included a total of 42 teaching assignments. Based on credential documentation and available course schedules, we were unable to identify a clear match between the teacher's credential and the course content for 36 of those assignments. This represents a credential mismatch rate of 85.7%, raising significant concerns regarding the school's compliance with California Education Code and Commission on Teacher Credentialing (CCTC) requirements for assignment monitoring and teacher authorization.

These findings indicate the need for immediate review of current assignments and the implementation of internal controls to ensure that all instructors are appropriately credentialed for the courses they teach. Failure to align assignments with valid credentials may impact instructional quality, student outcomes, and legal compliance.

Recommendations and Next Steps

1. Conduct a credential audit for all current teaching staff to identify unauthorized assignments.
2. Assign a credentialed administrator or consultant to oversee proper course-to-credential alignment.
3. Develop a system of internal review prior to each academic term to ensure staff assignments are credential compliant.
4. Provide training for school leadership on credentialing requirements and assignment monitoring under CCTC guidelines.
5. Submit assignment authorizations or emergency permits for any positions that are not currently covered by appropriate credentials.

Establish a formal policy and documentation trail to ensure compliance with California Education Code and CCTC guidance.

Conclusion

Based on the review conducted of the Escuela Popular Center for Training and Careers, Family Learning's instructional minutes compliance, attendance calculations and teacher credential compliance, it appears the charter school is at risk of loss of apportionment due to not meeting the instructional minutes and teacher credentialing requirements. The intent of this report is to provide a resource to the District in its oversight and evaluation of the charter school's program relative to its mission and petition.

It has been a pleasure conducting this review and working with staff. Please let us know if there are questions or further information is requested.

Appendix A – Student Enrollment By Period Analysis

	Student	1 period	2 period	3 period	4 period	5 period	6 period	
1	Mendez Ulloa, Andy Joel	A	A	A	A		A	
2	Namorado Viveros, Kimberly		A	A				Only attended three periods
3	Ramirez Jimenez, Juan Bernardo	A	A	A			A	
4	Canales Garcia, Kevin Josue	A	A		A	A	A	
5	Chirinos Munguia, Claudia izzeth	A	A		A	A	A	
6	Lopez Montoya, Agustin	A	A			A	A	
7	Meza Betancur, Arley Javier	A	A		A	A	A	
8	Avalos Santiago, Luis	P	P	P				Only attended three periods
9	Barrero Garcia, Jacqueline		P	P				Only enrolled for 4 days
10	Chavez Chavez, Marlon Argenis	P	P	P				Only attended three periods
11	Chero Ipanaque, Douglas Javier	P	P	P				Only attended three periods
12	Duenas Henriquez, Aracely		P	P				Only attended four periods
13	Elizalde Calvario, Victor	P		P		P		Only attended four periods
14	Fernandez Guizar, Juan							
15	Fuentes Perez, Victor		P	P				Only enrolled 4 days and for 2 periods
16	Garcia Ortiz, Jaime		P	P				Only attended three periods
17	Gutierrez Romero, Yesenia		P	P				Only attended four periods
18	Hernandez Hernandez, Nuvia Geraldina	P	P	P				Only attended three periods
19	Hoyos Ovando, Mel Gilson		P	P				Only attended three periods
20	Martinez Rodriguez, Erika	P	P	P				Only attended three periods
21	Morales Cruz, Brando	P	P	P				Only attended three periods
22	Penagos Cespedes, Angie	P	P	P		P		Only attended five periods
23	Ponce Gutierrez, Erik Julian		P	P				Only attended three periods
24	Pulgarin Villa, Johan Stiven	P	P	P				Only attended three periods
25	Reyes Lopez, Abigail		P	P			P	Only attended four periods
26	Reza Soto, Nicolas	P	P	P				Only attended three periods
27	Riascos Rosero, Martha		P	P				Only attended three periods
28	Tautiva Moreras, Naslid	P	P	P			P	
29	Alcaraz, Magdalena		P	P				Only attended four periods
30	Beltran Santana, Claudia	P	P	P				
31	Buelvas Bedoya, Ricky	P	P	P				Only attended three periods
32	Cabrera Galvan, Josue	P	P	P				Only attended four periods
33	Cac Xo, Flaviano		A	P				Only attended three periods
34	Calderon Lozano, Maria de			P			P	Only attended four periods
35	Castolo Gil, Pablo Francisco		P	P			P	Only attended three periods
36	Chavez Chavez, Marlon Argenis	P	P	P				Only attended three periods
37	Corea Guileny, Lenin Alexander		P	P			P	Only attended four periods
38	Cornejo Morelos, Blanca	P	P	P				Only attended three periods
39	Esquivel Melchor, Yuri		P	P				Only attended four periods
40	Fernandez Guizar, Juan Carlos	P	P	P			P	Only attended four periods
41	Garcia Briceno, Lina Mishell		P	P				
42	Garcia Sanchez, David		P	P				
43	Guido, Dominga Rosa		P	P				
44	Gutierrez Romero, Yesenia		P	P				Only attended three periods
45	Jimenez Betes, Cristian Steaben		P	P				Only attended three periods
46	Jimenez Rueda, Oscar Ferney			P				Only attended three periods
47	Leyva Corrales, Maria Nataly			P			P	Only attended four periods
48	Luna Sanchez, Valentin		P	P				Only attended three periods
49	Martinez Alvarez, Byron Alexander		P	P				Only attended three periods
50	Martinez Ramirez, Hector Giovanni		P	P			P	Only attended four periods
51	Martinez, Luz Alba		P	P				Only attended three periods
52	Mira Escobar, Noe Alexander			P			P	Only attended three periods
53	Morales, Sharon Kalith			P			P	Only attended three periods
54	Ospina Garcia, Ronee-Giovana	P	P	P				Only attended three periods
55	Pena Villagomez, Francisco Javier		P	P				Only attended three periods
56	Pineda Leon, Ana Ruth		P	P			P	Only attended four periods
57	Ponce Mira, Reinaldo			P			P	Only enrolled through the 19th
58	Ramos Ramirez, Eudoro		P	P				Only enrolled for 2 days
59	Rendon Reyes, Laura	P	P	P				Only attended four periods
60	Reyes Villanueva, Henry Dario		P	P				
61	Reynaga Pulido, Giovanny Alejandro			P			P	Only attended three periods
62	Rios Rondon, Sergio		P	P			P	Only attended three periods
63	Rodriguez Vargas, Angie Catalina		P	P			P	Only attended three periods
64	Rojas Carreno, Raul Ernesto			P			P	Only attended four periods
65	Salinas Lopez, Jorge			P			P	Only attended four periods
66	Santiago Zaragoza, Lorena		P	P				Only attended three periods
67	Sarao Santiago, Juan De Dios		P	P				Only attended three periods
68	Silva Lepe, Rosa Soraida			P			P	Only attended four periods
69	Valdes Salmeron, Adan	P	P	P				
70	Valerio, Liseth	P	P	P				
71	Villatoro Benitez, Irvin Ovidio	P	P	P				Only attended three periods
72	Yanes, Sintia Liliana		P	P				Only attended four periods
73	Zataray Romero, Noel	P	P	P				Only attended three periods
74	Zurita Garcia, Wenceslao Miguel			P				Only attended three periods

Appendix B – Enrollment By Period / By Teacher Analysis

	A1(A)	A2(A)	A3(A)	A4(A)	A5(A)	A6(A)
Abrego, Wilson Richard		5.25			3.30	
Barrera Lopez, Maria del Carmen	19.10		6.00			10.55
Cantera, Adan	17.45	9.65	2.50		4.95	12.00
Cortes, Olivia	7.25					
Gomez, Rosalba			52.05	52.05	52.05	
Gonzalez Moreno, Claudia			67.15	67.15	67.15	
Kinne, Michael J		16.95	16.95			1.25
Ponce de Leon, Augusto	29.70	28.35				26.30
Quezada, Veronica		33.05	29.65	29.65	29.65	
Quintero, Gloria		13.65		14.45	15.40	2.55
Razo Cortez, Norma Lizette		33.45				
Rodriguez Montenegro, Olga Margarita		10.95	35.50	35.50	35.50	
Rodriguez, Sandra	20.75	33.20		9.25		1.15
Stanton, Ethan		23.95	23.95	17.70	17.70	6.70
Torres, Hortencia		36.45	19.00	19.00	19.00	9.70
Torrez, Maria Esperanza		7.15	2.30	8.00		1.00

	P1(A)	P2(A)	P3(A)	P4(A)	P5(A)	P6(A)
Almanza, Alejandra		7.70	43.40	43.40	43.40	
Barrera Lopez, Maria del Carmen	18.35	19.40	37.40	37.40	37.40	
Bedolla Villa, Jose Egberto			23.85	23.85	23.85	16.70
Cisneros, Cristina		21.75	21.75	40.65	40.65	40.65
Cortes, Olivia			41.15			
Cruz Gonzalez, Adriana		30.25	30.25	30.25	37.75	37.75
Flores, Miriam	10.25		15.30	15.30	28.45	28.45
Gonzalez Moreno, Claudia		41.65	51.70	51.70	51.70	
Hernandez, Litzareli		14.90	40.85	31.10	47.15	44.95
Hernandez, Maria G	25.90	29.25	9.25	23.45		17.35
Medina, Fernando		42.70	25.80	25.80		18.25
Morales, Ignacio		21.50	28.70	28.70	28.70	
Munoz, Ana Edith		20.05		33.45	33.45	33.45
Murillo Villeda, Johana		42.85	29.30	29.30	29.30	
Ochoa, San Juana		37.45	40.90	40.90	40.90	
Ponce de Leon, Augusto	36.80					
Razo Cortez, Norma Lizette	16.95		2.35	20.75	13.75	15.75
Rosales, Martha Leticia			43.35	43.35	43.35	

Appendix C – Period 1 & 6 Attendance Analysis

Teacher	Period	Course	Attendance	ADA
Barrera Lopez, Maria del Carmen	A1	Integrated Science 1	292	14.60
Cantera, Adan	A1	CCSS Integrated Math II & III	210	10.50
Cortes, Olivia	A1	Spanish for Spanish Speakers 1	123	6.15
Ponce de Leon, Augusto	A1	Nutrition	502	25.10
Rodriguez, Sandra	A1	Basic Computer Skills 1	329	16.45
Barrera Lopez, Maria del Carmen	A6	Integrated Science 2	126	6.30
Cantera, Adan	A6	CCSS Integrated Math II	177	8.85
Kinne, Michael J	A6	Fine Art	19	0.95
Ponce de Leon, Augusto	A6	Health Education	391	19.55
Quintero, Gloria	A6	World History and Geography	44	2.20
Rodriguez, Sandra	A6	Basic Computer Skills 1	17	0.85
Stanton, Ethan	A6	Conversational English	56	2.80
Torres, Hortencia	A6	Kickboxing/Zumba	127	6.35
Torrez, Maria Esperanza	A6	CCSS Integrated Math I	17	0.85
				121.50
Barrera Lopez, Maria del Carmen	P1	Academic Lab	25	1.25
Flores, Miriam	P1	Academic Lab	10.25	0.51
Hernandez, Maria G	P1	Fine Art	316	15.80
Ponce de Leon, Augusto	P1	Health Education	465	23.25
Razo Cortez, Norma Lizette	P1	Academic Lab	14	0.70
Bedolla Villa, Jose Egberto	P6	Fine Art	139	6.95
Cisneros, Cristina	P6	1A ELD	40.65	2.03
Cruz Gonzalez, Adriana	P6	English 1	37.75	1.89
Flores, Miriam	P6	Engish 2	462	23.10
Hernandez, Litzareli	P6	Math Lab	453	22.65
Hernandez, Maria G	P6	CCSS Integrated Math I & II	305	15.25
Medina, Fernando	P6	Physical Education 1	260	13.00
Munoz, Ana Edith	P6	2A ELD	529	26.45
Razo Cortez, Norma Lizette	P6	US Government	269	13.45
				166.28

Appendix D – Bell Schedule Analysis

Origional

CTC - AM

	Period 1	Break	Passing	Period 2	Passing	Period 3	Passing	Period 4	Lunch	Passing	Period 5	Passing	Period 6	Calculated Minutes	Days	
Start	8:30	9:20	9:30	9:35	10:25	10:30	11:20	11:25	12:25	12:55	13:00	13:55	14:00			
End	9:20	9:30	9:35	10:25	10:30	11:20	11:25	12:25	12:55	13:00	13:55	14:00	14:55			
	50.00		5.00	50.00	5.00	50.00	5.00	60.00		5.00	55.00	5.00	55.00	345.00	151	52,095

	Period 1	Break	Passing	Period 2	Passing	Period 3	Passing	Period 4	Passing	Period 5	Lunch	Passing	Period 6				
Start	8:30	9:10	9:20	9:25	10:05	10:10	10:55	11:00	11:45	11:50	12:35	13:05	13:10				Total
End	9:10	9:20	9:25	10:05	10:10	10:55	11:00	11:45	11:50	12:35	13:05	13:10	14:55				Minutes
	40.00		5.00	40.00	5.00	45.00	5.00	45.00	5.00	45.00		5.00	105.00	345.00	38	13,110	65,205

CTC - PM

	Period 1	Break	Passing	Period 2	Passing	Period 3	Lunch	Passing	Period 4	Passing	Period 5	Passing	Period 6			
Start	16:15	17:10	17:20	17:25	18:15	18:20	19:25	19:55	20:00	20:50	20:55	21:45	21:50			Total
End	17:10	17:20	17:25	18:15	18:20	19:25	19:55	20:00	20:50	20:55	21:45	21:50	22:40			Minutes
	55.00		5.00	50.00	5.00	65.00		5.00	50.00	5.00	50.00	5.00	50.00	345.00	189	65,205

Revised - Removed Period 1 & 6

CTC - AM

	Period 1	Break	Passing	Period 2	Passing	Period 3	Passing	Period 4	Lunch	Passing	Period 5	Passing	Period 6			
Start	8:30	9:20	9:30	9:35	10:25	10:30	11:20	11:25	12:25	12:55	13:00	13:55	14:00			
End	9:20	9:30	9:35	10:25	10:30	11:20	11:25	12:25	12:55	13:00	13:55	14:00	14:55			
				50.00	5.00	50.00	5.00	60.00		5.00	55.00			230.00	151	34,730

	Period 1	Break	Passing	Period 2	Passing	Period 3	Passing	Period 4	Passing	Period 5	Lunch	Passing	Period 6				
Start	8:30	9:10	9:20	9:25	10:05	10:10	10:55	11:00	11:45	11:50	12:35	13:05	13:10				Total
End	9:10	9:20	9:25	10:05	10:10	10:55	11:00	11:45	11:50	12:35	13:05	13:10	14:55				Minutes
				40.00	5.00	45.00	5.00	45.00	5.00	45.00				190.00	38	7,220	41,950

CTC - PM

	Period 1	Break	Passing	Period 2	Passing	Period 3	Lunch	Passing	Period 4	Passing	Period 5	Passing	Period 6			
Start	16:15	17:10	17:20	17:25	18:15	18:20	19:25	19:55	20:00	20:50	20:55	21:45	21:50			Total
End	17:10	17:20	17:25	18:15	18:20	19:25	19:55	20:00	20:50	20:55	21:45	21:50	22:40			Minutes
				50.00	5.00	65.00		5.00	50.00	5.00	50.00			230.00	189	43,470

Appendix E – Teacher Credential Analysis

Teacher	Subject	Credential	Subject	Issue	Exp
Hernandez, Litzareli,		District Intern Credential	None	10/12/24	11/1/2026
Medina, Fernando	Integrated Science 1	Single Subject Credential	Physical Education	5/6/2022	6/1/2027
Abrego, Wilson Richard	Physical Eduation 1	No record in CTC			
Almanza, Alejandra	3A ELD	No record in CTC			
Almanza, Alejandra	Math Lab 2	No record in CTC			
Almanza, Alejandra P3-P5	3A ELD	No record in CTC			
Almanza, Alejandra	Math Lab 2	No record in CTC	None	None	None
Barrera Lopez, Maria del Carmen	Math Lab 2	District Intern Credential	ELA3 and Science: Biological Sciences	8/1/23	6/1/2025
Almanza, Alejandra	3A ELD	No record in CTC	None	None	None
Bedolla Villa, Jose Egberto, P3-P5	3B ELD	Career Technical Education Teaching Credential	(ECDF) Education, Child Development, and Family Services	4/16/25	5/1/2028
Barrera Lopez, Maria del Carmen	1B ELD	District Intern Credential	ELA3 and Science: Biological Sciences	8/1/2023	6/1/2025
Barrera Lopez, Maria del Carmen	Academic Lab	District Intern Credential	ELA3 and Science: Biological Sciences	8/1/2023	6/1/2025
Barrera Lopez, Maria del Carmen	Integrated Science 1	District Intern Credential	ELA3 and Science: Biological Sciences	8/1/2023	6/1/2025
Barrera Lopez, Maria del Carmen	Integrated Science 2	District Intern Credential	ELA3 and Science: Biological Sciences	8/1/2023	6/1/2025
Barrera Lopez, Maria del Carmen	Math Lab 2	District Intern Credential	ELA3 and Science: Biological Sciences	8/1/2023	6/1/2025
Barrera Lopez, Maria del Carmen, P1	Acedemic Lab	District Intern Credential	ELA3 and Science: Biological Sciences	8/1/2023	6/1/2025
Bedolla Villa, Jose Egberto, P3-P5	3B ELD	Career Technical Education Teaching Credential	(ECDF) Education, Child Development, and Family Services	4/26/2025	5/1/2028
Cantera, Adan	CCSS Integrated Math II	Single Subject Teaching Credential	Mathematics	7/1/2023	7/1/2028
Cortes, Olivia, P3	Spanish for Spanish Speakers 1	Single Subject Teaching Credential	English & Foreign Language: Spanish	2/1/2021	2/1/2026
Cruz Gonzalez, Adriana, P5-P6	English 1	Single Subject Teaching Credential	None Listed	4/17/2024	5/1/2029
First week Rosles, Martha Keticia, P3-P5	2B ELD	No record in CTC			
Almanza, Alejandra	3A ELD	No record in CTC			
Gonzalez Moreno, Claudia, P2	Math Lab 1	Certificate of Clearance Only		6/29/2020	7/1/2025
Gonzalez Moreno, Claudia, P3-P5	1A ELD	Certificate of Clearance Only		6/29/2020	7/1/2025
Hernandez, Litzareli	Integrated Science 1	District Intern Credential	None Listed	10/1/2024	11/1/2026
Hernandez, Litzareli, P6	Math Lab	District Intern Credential	None Listed	10/1/2024	11/1/2026
Hernandez, Maria G	Fine Art	Child Development Associate Teacher Permit		11/8/2022	12/1/2027
Ponce de Leon, Augusto	Health Education	Certificate of Clearance Only		6/18/2020	7/1/2025
Hernandez, Maria G, P2	CCSS Integrated Math 1	Child Development Associate Teacher Permit		11/8/2022	12/1/2027
Medina, Fernando, P4	English 1	Single Subject Teaching Credential	Physical Education	5/6/2022	6/1/2027
Medina, Fernando, P6	Physical Education 1	Single Subject Teaching Credential	Physical Education	5/6/2022	6/1/2027
Morales, Ignacio	1B ELD	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Morales, Ignacio, P2	Math Lab 2	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Munoz, Ana Edith, P2	Math Lab 3	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Morales, Ignacio, P3-P5	1B ELD	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Morales, Ignacio, P3-P5	2B ELD	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Munoz, Ana Edith, P2	Math Lab 3	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Munoz, Ana Edith, P4-P6	2A ELD	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Murillo Villeda, Johana	Math Lab 1	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Murillo Villeda, Johana, P2	Math Lab 1	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Murillo Villeda, Johana, P3-P5	1B ELD	Career Technical Education Teaching Credential		4/16/2025	5/1/2028
Ochoa, San Juana, P2	Math Lab 1	No record in CTC			
Ponce de Leon, Augusto, P1	Health Education	Certificate of Clearance Only		6/18/2020	7/1/2025
Razo Cortez, NormaLizette, P1	Academic Lab	Single Subject Teaching Credential	Social Science	6/1/2023	7/1/2028
Rodriguez, Sandra	Academic Lab	NEED TO PROVIDE, TOO MANY IN CTC WEBSITE			
Rosales, Matha Leticia, P3-P5	2B ELD	No record in CTC			
Stanton, Ethan	English 1	Single Subject Teaching Credential	English & Social Science	8/1/2021	8/1/2026
Torres, Hortencia, A2	Math Lab 1	Child Development Teaching Permit		2/9/2024	3/1/2029

Exhibit 5

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

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AUGUST 8, 2025

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Re: Escuela Popular Charter School Response to Ryland Report

Dear Mr. Schuetz:

This letter serves to respond to an audit report produced by Ryland Strategic Business Consulting ("the audit report") in response to a request from Eastside Union High School District ("District"). The audit report makes multiple findings related to attendance and annual instructional minute requirements that reflect a misunderstanding of what Escuela Popular's Center for Training and Careers, Family Learning Program's ("the CTC program" or "the CTC") obligations are under the California Education Code. Further, the audit report makes misrepresentations regarding the facts of Escuala Popular's student enrollment and attendance by mischaracterizing the structure of course offerings at CTC. Additionally, the audit report's calculations regarding student attendance are unclear in their methodology and may include errors when converting attendance data to Average Daily Attendance ("ADA").

While the report's broader conclusions regarding instructional minute offerings and compliance are legally and factually flawed, it does raise some issues that have been addressed for the 2025-26 academic year by Escuela Popular in order to ensure that it avoids even the appearance of non-compliance. Escuela Popular is committed to ensuring that its practices are legally sound and serve the best interests of its students. We look forward to a collaborative dialogue about these issues after you have had an opportunity to review our reply.

i. Education Code section 47612.5 Requires that a Charter School "Offer" A Minimum Number of Annual Instructional Minutes, Not that All Students Must Take Advantage of the Offer.

The audit report conflates the issues of "offering" instructional minutes and student attendance, suggesting that minutes were not "offered" for purposes of the annual instructional minute requirement if not enough students took advantage of them. This reflects a misunderstanding of the law on the topic. Ed. Code, § 47612.5 (a) states, in relevant part:

> (a) Notwithstanding any other law and as a condition of apportionment, a charter school shall do all of the following:
> (1) For each fiscal year, **offer**, at a minimum, the following number of minutes of instruction:
> (A) To pupils in kindergarten, 36,000 minutes.
> (B) To pupils in grades 1 to 3, inclusive, 50,400 minutes.
> (C) To pupils in grades 4 to 8, inclusive, 54,000 minutes.
> (D) To pupils in grades 9 to 12, inclusive, 64,800 minutes. (*emphasis added*.)

This statute contains no specific attendance requirement related to these minutes, just a requirement that the minutes be "offered." The offer of minutes needs to be valid, but low attendance does not render an offer invalid in and of itself.

The California Association of School Business Officials' World of Attendance Accounting Manual ("CASBO Manual") addresses this topic, stating, "The annual minute requirement means that instructional time must be 'offered,' not necessarily taken by all pupils. An individual pupil may take more or less instructional time but must be offered at least the minimum annual amount." (*See* Section 4, page 7 from the World of Attendance Accounting Manual (2001), hereinafter "CASBO Manual"). The CASBO manual explains that, while barriers to attendance may render an offering of minutes "invalid," the standard for what constitutes a barrier to attendance is not based on individual students' lives or preferences. An example of a "barrier" to attendance given by the CASBO Manual is a course offering that would require students to give up their entire lunch period to attend. (*See* CASBO Manual.) Although the CASBO Manual is not state law or regulation, it reflects an industry norm or standard for California school districts and charter schools that would be considered by a court.

For Escuela Popular, the audit report suggests that periods 1 and 6 should not be counted at all as offered instructional minutes due to the typically lower attendance during those periods, compared to other periods at the CTC. This analysis is flawed because it disregards the importance of the reason that attendance may be low and of assessing whether an actual barrier exists to render these periods an invalid course offering. The audit report did not establish the reason why attendance tended to be lower during periods 1 and 6, much less determine that this reason constituted an unacceptable barrier to attendance. If students are functionally able to attend course periods 1 and 6, then they should be considered "offered" for purposes of annual instructional minutes. In the case of the CTC program, because the students are adults, they tended to show a preference for periods 2 through 5 due to having personal commitments that sometimes conflicted with periods 1 and 6.

ii. Instructional Minutes are Annual in Nature for Charter Schools, Not Daily as Required for Other Types of Schools, and Attendance Is Not Required to Be Taken More than Once Daily.

Further, the audit report improperly focuses on proportionate daily attendance as a metric for calculating instructional minutes offered. Instructional minutes are annual in nature for charter schools, not per day like they are for other schools in public school districts. Charter schools do

not have minimum day requirements by law, but they do have annual minute requirements. (*See* Ed. Code, § 47612.5.) Education Code section 42238.05, subdivision (f), states, "For purposes of Sections 42238.02, 42238.025, and 42238.03, average daily attendance for a charter school shall be the total current year average daily attendance in the corresponding grade level ranges for the charter school." (Ed. Code, § 42238.05.)

5 CCR 11963 uses the language: "The charter school requires its pupils to be in attendance at the schoolsite at least 80 percent of the minimum instructional time required pursuant to Education Code section 47612.5(a)(1)." It is our belief that most charter schools have interpreted the "require" language in 47612.5 to mean that the charter school cannot approve a classroom-based student schedule with optional courses or that would result in the student being off-site for more than 20% of the time, unless a particular exception applies. For example, if a student wanted to create a schedule that involved 70% of their instructional minutes being earned through work study or community college courses, that would not be allowable unless another express statutory provision applies. The school must maintain a policy or practice that programs for required courses occur on campus for at least 80% of the minutes. Again, this requirement is generally understood to be for the course *offering*, not for actual attendance of students on a given day.

The issue of whether minutes were offered is different from whether a student may be marked as present for purposes of claiming ADA. 5 CCR 11960 gives us the rule that a student may be marked as in attendance for ADA purposes when they are "engaged in educational activities required of them by their charter schools, on days when school is actually taught in their charter schools." If they are engaged for a millisecond, that is apparently enough. There is no rule that a student's "present" must be turned into an "absence" if the student shows up and then leaves, for example. There is also no rule that attendance must be taken more than once per day. Classroom-based ADA has never been based on actual minutes attended, so long as the student showed up and engaged in educational activities required by the school at least at some point during the school day. This is consistent with the California Department of Education's guidance on the topic of attendance-taking, which states:

> In order to generate and claim attendance for apportionment, school districts must meet all the applicable instructional time and scheduling requirements, and the students must be in attendance under the immediate supervision and control of a certificated employee of the school district while engaged in educational activities required of them **for at least some part of each school day** for which attendance is generated.

(*See* Instructional Time and Attendance Accounting - Finance & Grants (CA Dept of Education), *Emphasis added*.) Moreover, "it is the intent of the Legislature that school districts … shall not be required to employ period-by-period attendance accounting." (Ed. Code § 48260 (b).) Taking attendance at the beginning of the school day is standard practice at public schools across the state. Requiring schools to prove that all students marked "present" on a particular day had stayed for at least 80 percent of the day, in order to avoid significant financial penalties for prior apportionment claims, means that virtually all California schools would be at risk.

In the case of Escuela Popular, the audit report states that "While the program is not bound by a specific daily instructional minutes requirement, it is essential to ensure that all students are enrolled in courses that meet the annual instructional minutes requirement as prescribed by the California Education Code." This appears to be out of line with how instructional minutes function for charter schools, according to the relevant laws. The actual language of Ed. Code, § 47612.5 (a) requires an "offering" of minutes, not that "all students are enrolled" in courses that meet the minutes requirement. Still, Escuela Popular recognizes the importance of avoiding controversy regarding instructional minute offerings and has implemented a requirement for the 2025-2026 school year to ensure that students are enrolled in all six periods of study. Escuela Popular has also implemented hourly attendance tracking so that more comprehensive attendance data can be gathered.

Because charter schools are not bound by a daily instructional minutes requirement, the school is not bound to calculating instructional minutes individually by student as the consultant has suggested on Page 8 of the audit report, Recommendation 1. The CTC program is only required to meet the annual instructional requirement based on what is offered and not necessarily what is taken. Within this context, the CTC program exceeded the annual requirement for grades 9-12 by 405 minutes. We are informed that the CTC program offered 65,205 instructional minutes including periods 1 and 6, when only 64,800 minutes must be offered.

iii. The Rule that Charter Schools Must Require Students to Attend Class for At Least 80% of the Minimum Instructional Time Required to Be Offered is Not Designated as a Condition of Apportionment under Education Code section 47612.5

Not all of the rules for charter schools set forth in the Education Code are conditions of apportionment. Education Code section 47612.5 specifies which of the various rules within the statute are a condition of apportionment by saying so explicitly. Ed. Code, § 47612.5(a) states:

> (a) Notwithstanding any other law and **as a condition of apportionment**, a charter school shall do all of the following:
> (1) For each fiscal year, offer, at a minimum, the following number of minutes of instruction:
> (A) To pupils in kindergarten, 36,000 minutes.
> (B) To pupils in grades 1 to 3, inclusive, 50,400 minutes.
> (C) To pupils in grades 4 to 8, inclusive, 54,000 minutes.
> (D) To pupils in grades 9 to 12, inclusive, 64,800 minutes.
> (2) Maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection.
> (3) Certify that its pupils have participated in the state testing programs specified in Chapter 5 (commencing with Section 60600) of Part 33 in the same manner as other pupils attending public schools as a condition of apportionment of state funding. (*emphasis added*).

Ed. Code, § 47612.5(e)(1) states, in relevant part:

> Notwithstanding any other law, and **as a condition of apportionment**, "classroom-based instruction" in a charter school, for purposes of this part, occurs only when charter school pupils are engaged in educational activities required of those pupils and are under the immediate supervision and control of an employee of the charter school who possesses a valid certification document registered as required by law. (*emphasis added*).

In the statute, where the legislature intended to make certain requirements a condition of apportionment for charter schools, it specifically said so. Ed. Code, § 47612.5 contains other requirements which are not specifically prefaced by the "as a condition of apportionment" language. If the legislature had wanted all of the requirements set forth in Ed. Code, § 47612.5 to be conditions of apportionment, it could have said so in the statute.

Ed. Code, § 47612.5 distinguishes between the rule that a charter school must "offer" a minimum number of instructional minutes per year and the rule that "the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the schoolsite for at least 80 percent of the minimum instructional time required to be offered pursuant to paragraph (1) of subdivision (a)." (*See* Ed. Code, § 47612.5(e)(1).) The entire text of Ed. Code, § 47612.5(e)(1) reads as follows:

> Notwithstanding any other law, and **as a condition of apportionment**, "classroom-based instruction" in a charter school, for purposes of this part, occurs only when charter school pupils are engaged in educational activities required of those pupils and are under the immediate supervision and control of an employee of the charter school who possesses a valid certification document registered as required by law. For purposes of calculating average daily attendance for classroom-based instruction apportionments, at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the schoolsite for at least 80 percent of the minimum instructional time required to be offered pursuant to paragraph (1) of subdivision (a). (*emphasis added*).

Here, the "as a condition of apportionment" designation describes the rule that classroom-based instruction occurs "only when charter school pupils are engaged in educational activities required of those pupils and are under the immediate supervision and control of an employee of the charter school who possesses a valid certification document registered as required by law." (*See id.*) The phrase "and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the schoolsite for at least 80 percent of the minimum instructional time required to be offered pursuant to paragraph (1) of subdivision (a)" is not prefaced by the "as a condition of apportionment" language. *See id.* Therefore, the provision that the charter school shall "require the attendance" of students, while something charter schools are directed to do, is not technically a condition of apportionment under the law.

That being said, Escuela Popular wishes to avoid controversy regarding compliance with attendance requirements and for 2025-2026 will be requiring students to attend all class periods and enrolling all students in all class periods.

iv. The Education Code Provides for a Proportional Loss for Claims of Failure to Provide the Minimum Instructional Minutes, Rather Than a Total Loss

Education Code section 47612.5(c) explains how a reduction in apportionment shall be calculated when a charter school fails to provide the required annual instructional minutes under Education Code section 47612.5(a). (*See* Ed. Code, § 47612.5(c).) It provides as follows:

> A reduction in apportionment made pursuant to subdivision (a) shall be proportional to the magnitude of the exception that causes the reduction. For purposes of paragraph (1) of subdivision (a), for each charter school that fails to offer pupils the minimum number of minutes of instruction specified in that paragraph, the Superintendent shall withhold from the charter school's apportionment for average daily attendance of the affected pupils, by grade level, **the sum of that apportionment multiplied by the percentage of the minimum number of minutes of instruction at each grade level that the charter school failed to offer**.

(Ed. Code, § 47612.5(c) (*emphasis added*).) The legislature specifically set forth a formula to calculate how a charter school's deficiency in offering instructional minutes shall affect its apportionment. The audit report's suggestion that Escuela Popular should report no attendance for periods 1 and 6, because those tend to be lower-attendance class offerings, does not comport with the actual legal formula for this calculation.

The suggestion also does not comport with the rules surrounding what constitutes a valid "offering" of instructional minutes, as discussed above. (*See* the CASBO Manual.) The audit report did not describe any specific barriers to attendance related to periods 1 and 6, just that the "actual student participation" during these periods is limited. The conclusion, therefore, should have been for the school to assess why participation is limited to look for any impermissible scheduling barriers. The audit report suggests as such but goes further, stating that the entirety of periods 1 and 6 should not be counted as "offered" minutes just based on the low attendance. More information substantiating an actual barrier to attendance would be needed to justify such a recommendation.

v. The Audit Report Mischaracterizes the Structure of Student Schedules and Course Offerings at the CTC Program as Justification for Conclusions About Student Enrollment.

Additionally, the audit report's concerns around student enrollment are, at least in part, grounded in a mischaracterization about the structure of the CTC program's course offerings. For example, the audit report claims that "63 of the 74" students were enrolled in only three or four periods. This claim is misleading because the analysis tended to group the three-period ELD

courses and two-period English courses into a single period. For example, the note for student number 40 in Appendix A, states, "Only attended four periods." However, the student was both enrolled in and attended EVERY "period" (P1, P2, P3-5, and P6) for the specific day that was being sampled. To claim the student "only attended four periods" implies an issue that simply does not exist. It would make more sense to base the analysis on the percentage of the school day the student is enrolled in (in this case 100%) versus the number of periods, which based on the consultant's analysis would lead one to believe that this particular student is only enrolled for two thirds of the school day. The audit report is therefore missing important context needed in order for the calculations to be accurate, never mind the issues (discussed above) with the audit report's conclusions about the legal significance of a particular student's percentage of enrollment or attendance on a given day.

The audit report also suggested that the lunch period occurred during the three-period ELD course. This claim is misleading. In reality, students attend two periods of this course, are released for lunch, and then return for the third period of the same course. Students do not have to miss lunch in order to take the ELD course.

vi. The Audit Report Reflects a Confusing and Apparently Flawed Methodology Used to Analyze Student Attendance.

Appendix C of the audit report purports to display attendance per course with a conversion to the corresponding Average Daily Attendance (ADA). However, it is unclear what original data the referenced tables used as a starting point or what calculations were used to generate the totals. For example, in Appendix C, the "Attendance" column appears to represent attendance days which should be whole numbers. However, for Academic Lab, 1A ELD and English 1, the attendance column includes decimal values, which suggests that the ADA value that is being calculated maybe be based on an average of an average.

Additionally, the audit report's attendance testing is not based on any source documentation, and no evidence has been provided to support the claim that "substitute teachers were present, but attendance was not taken," for example. It is also unclear how the consultant was able to determine that "classes were cancelled" but "students were still counted toward apportionment attendance." The audit report does not specify on which dates this was alleged to have occurred or what information informed this claim. Because no one from the Ryland consulting firm actually visited the school in person, it is unclear how the consultant could have made these observations.

While the audit report claims there were some instances where the teacher-certified attendance record conflicted with the apportionment record, the report both fails to quantify the issue in any meaningful way and fails to identify specific instances of this occurring in the analysis itself. The audit report does not describe what source documentation, if any, the consultant used to determine the teacher-certified attendance record, vs. the attendance record used for apportionment. Historically, teachers at Escuela Popular have taken attendance on paper attendance sheets and then input the attendance into PowerTeacher, which then populated the information into PowerSchool. Even when paper attendance sheets were used, a difference

between paper sheets and PowerSchool attendance records does not automatically mean the PowerSchool record is incorrect. For example, a teacher may use the paper attendance sheet at the beginning of class but later add in a student only on PowerSchool if the student arrives late to class. Our office is informed that the PowerSchool attendance data is and has been the official attendance record, approved by the teacher and generated from PowerSchool for purposes of reporting. Starting in January of 2025, Escuela Popular teachers now input the attendance directly into PowerSchool in order to avoid any confusion about this.

At the CTC program, English and ELD classes are offered across multiple periods, but students do not "pass" between those periods as they would for the single period classes. As such, attendance is not taken by period in these classes. Even so, a student only needs to be present when attendance is taken to receive full apportionment for the day under California law (as discussed above, and as affirmed by the California Department of Education's guidance). The CTC program is an all-adult school and does not need to track attendance for other purposes, such as monitoring truancy for minor pupils.

vii. The Audit Report Leaves Out Important Context Regarding Multiple Claimed Areas of Concern

The audit report misleadingly states that "Classes were cancelled, yet students were still counted toward apportionment attendance." The report does not provide any more detail, such as when this was purportedly observed. In reality, Escuela Popular has informed our office the only instance where CTC program classes were cancelled during the audit period was August 9, 2024. On that day, one of the school's evening students was found dead by his family in his car that was parked on the street. At the moment, his family members made comments that they would be seeking revenge that evening. Escuela Popular consulted with the police and decided to cancel the evening classes for only that date for safety reasons. It was decided that all PM students would be marked absent for the cancelled class. Because the AM class that same day was not cancelled, those students were marked present. It is possible that this caused some confusion for the consultant who drafted the audit report, but because the audit report did not provide specific dates or information, it is impossible to fully respond to this claim.

The audit report also claims that "Instances were observed where substitute teachers were present, but student attendance was not taken." No additional information was provided about when this purportedly occurred or what led the consultant to believe that attendance was not taken. Again, it is our understanding that no Ryland consultant ever visited the school in person during the course of this audit, so it is unclear how the author of the audit report could have possibly observed this.

viii. The Audit Report's Conclusion Regarding Credentialing Compliance is Inaccurate.

The audit report inaccurately concludes that 36 of the 42 teaching assignments reviewed did not have a clear match between the teacher's credential and the course content. Importantly, many of the teaching assignments included in the audit's review were authorized during the audit period by way of AB 1505. In particular, these teachers were employed by Escuela Popular during

the 2019-2020 school year and remained in their same teaching assignment through the 2024-2025 school year. As such, the teachers had until July 1, 2025, to obtain the appropriate credential for their assignment. In addition, it appears that the teaching assignments reviewed by the auditors were for the 2024-2025 school year. However, as detailed further below, we are informed that Escuela Popular has modified several teaching assignments for the 2025-2026 school year to ensure credentialing compliance. As a result, the auditor's conclusion that 36 teachers are misassigned is inaccurate.

Escuela Popular has assured our office that it has worked closely with teachers over the past two school years to ensure all teachers are appropriately credentialed for the 2025-2026 school year. Part of the progress made towards teacher credentialing compliance included requiring CTC teachers to obtain Career Technical Education ("CTE") credentials to provide instruction for CTC's newly modified Career Explorations course. In particular, CTC modified its existing ELD courses to increase the focus on CTE principles. While the ELD courses historically incorporated CTE principles along with English learner instruction, the enhanced CTE focus in the Career Explorations course will better prepare students to enter into the workforce. (See updated course descriptions attached as **Exhibit A** and the Scope and Sequence attached as **Exhibit B**.) The Career Explorations course includes more than 50% of instructional time on CTE standards, and the remaining instructional time is spent on academic standards. As a result, teachers must hold a CTE credential to teach this course. (See guidance from the CTC attached as **Exhibit C**.) Requiring these CTC teachers to hold CTE credentials is the first step towards CTC's long-term goal to include CTE pathways in its instructional model. CTC will seek a material revision to its charter to incorporate CTE pathways into its instructional model.

In some instances, the Ryland consultant appears to have looked at the wrong educator in the Commission on Teacher Credentialing records in order to draw the conclusion that the person did not have the correct credential. For example, the list in Appendix E of the audit report states that teacher Maria G. Hernandez possesses only a Child Development Associate Teacher Permit. In reality, Ms. Hernandez possesses a Single Subject Teaching Credential in Mathematics as well as a Multiple Subject Teaching Credential. There are numerous educators named Maria Hernandez listed on the Commission on Teacher Credentialing website, and multiple with the middle initial G. It is entirely possible that this was the source of the confusion. The list in the audit report also spells teacher Martha Leticia Rosales Alaniz's name incorrectly as "Martha Keticia Rosles" and again as "Matha Leticia Rosales" and claims that there is "No record in CTC" for her. The online "Search for an Educator" function on the CTC website is also not a perfect system for verifying credentials. It is a frequent occurrence that an individual who possesses credentials with the CTC may not be searchable on the website if the person has a middle name and two last names, for example, or if the person's name includes special characters. The search function is set up to allow for one first, one middle, and one last name only.

As noted above, we are informed that Escuela Popular worked diligently to ensure all teachers have the appropriate authorization for their assignment for the 2025-2026 school year, which included requesting the necessary emergency permits. Attached as **Exhibit D**, please find a list of employees currently employed by Escuela Popular along with evidence of each teacher's teaching credential (or emergency permit) and EL authorization. This list includes all employees,

and "N/A" in the "Credential" column indicates a classified employee who is not required to have a credential. The highlighted employees are the employees referenced in the audit report. Some have a credential when the Ryland consultant concluded that they did not. Attached as **Exhibit E**, please find the current master schedule, which includes the name of the teacher assigned to each course. Together, Exhibits D and E can be used to confirm that the teachers identified in the audit report are appropriately credentialed for their current teaching assignment.

ix. Path Toward Resolution of Concerns

Notwithstanding the significant disagreement both factually and legally with the Ryland report's findings, CTC has made some changes for the 2025-26 school year to address the Ryland report's findings going forward. Specifically, we are informed that this year the CTC program will enroll all students in all offered classes. The CTC also plans to take attendance each hour so that it can demonstrate that it is, in fact, requiring students to attend 80 percent or more of the instructional time offered by the CTC. The school is making these changes that are not required by law so that it can cure any concerns of the District and ensure that no further resources or time is spent on these issues.

In addition, Escuela Popular will continue to closely monitor teaching assignments to ensure all teachers are appropriately credentialed. Escuela Popular will implement the auditor's recommended next steps to ensure continued credentialing compliance, many of which are already part of Escuela Popular's current practice. For example, the HR Manager is responsible for monitoring credential compliance and meets with the Executive Director, the Principal, and instructional leadership on a biweekly basis to ensure continued compliance and progress for teachers who are working towards a credential or English learner authorization. We understand this has been an ongoing practice for the past three school years.

School leadership is also working closely with the Santa Clara County Office of Education ("SCCOE") to ensure appropriate credentialing assignments for the 2025-2026 school year. This has included evaluating teachers for emergency permits and working with SCCOE to submit applications to the California Commission on Teacher Credentialing ("CCTC"). School leadership has also contacted the CCTC on numerous occasions to clarify credential requirements and attends credentialing office hours and training sessions hosted by the CCTC to keep up to date on the latest credentialing requirements.

We are hopeful that this response has fully addressed the District's questions and concerns. However, please do not hesitate to contact me if anything further is required.

Sincerely,
LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

ELLEN N. DOTY
ATTORNEY AT LAW

EXHIBIT A

Course Descriptions

ELD Level	Old Course Description	Updated Course Description *Updates highlighted
ELD 1A/ELD1A Career	**Course Description**: This course is designed to cover the fundamental areas of ELD (English Language Development). First, students will learn about personal pronouns, possessive adjectives, possessive nouns, prepositions of location, adjectives, and demonstratives like (this, these, that, and those). This course also includes the uses of the present tense of being and the continuous or progressive tenses. **Purpose:** At the end of this course, the students will be able to: 1. Use the verb to be to present personal information. 2. Use the verb to be related to location, to locate classroom objects, rooms at home, and places around communities. 3. Identify parts of speech such as a noun, pronoun, verb, adjective, possessive adjective, and possessive noun. 4. Describe everyday activities using the present continuous tense. 5. Write a letter using proper grammar, punctuation, and sentence structure, and write short paragraphs stressing a *topic sentence*, *some details*, and a *concluding sentence*. 6. Create Be Yes/No Questions and short answers using adjectives, possessive adjectives, and possessive nouns, including everyday activities. 7. Use the verb be to elaborate WH questions like (what, where, who, when, why, and how.) 8. Use Writing Conventions: capitalizations, punctuation rules, noun/pronouns, spelling, sentence structure, prepositions, transitional words, and conjunctions.	Career Exploration 1A is designed for beginning English learners to build foundational communication skills while exploring real-life work and community contexts. Students develop basic grammar—such as subject pronouns, the verb *to be*, possessive forms, and the present continuous tense—to describe people, places, and actions in everyday and professional settings. Through practical tasks like filling out forms, asking and answering simple questions, giving directions, and introducing themselves, learners build confidence in speaking, listening, reading, and writing. Students also practice using numbers, prepositions, and descriptive language for effective communication. They begin writing basic sentences and a simple paragraph to describe familiar topics. The course introduces careers in sectors like healthcare, customer service, and education, helping students build essential vocabulary and life skills for continued learning, employment, and community engagement.
ELD 1B/ELD 1B Career	**Course Description:** Develop English communication and vocabulary skills; provide personal information both in written and oral form; identify people, languages, and nationalities; describe habitual activities; read and analyze stories related to future, past, and simple present tense; write paragraphs related to certain moments of everyday life actions; respond yes/no questions to identify negative or positive actions; tell the time	Career Exploration 1B builds on the foundation of 1A, supporting beginning English learners as they expand their communication skills and deepen their engagement with career-related topics. Students learn grammar structures such as the simple present tense, object pronouns,

	on the clock to describe obligations and abilities; describe ailments to make a doctor's appointment and read medicine labels; have conversations related to every day actions and present a background.	modals (*can, have to*), and future forms (*going to, want to*). They develop fluency in describing routines, expressing preferences and obligations, and asking questions using time expressions and accurate vocabulary. Learners practice writing basic compound sentences and short paragraphs about familiar experiences and job-related tasks. As they explore careers in healthcare, customer service, and education, students participate in role-plays, interviews, and collaborative discussions that reflect real-life workplace communication. Career Exploration 1B strengthens students' independence and prepares them for training, employment, and community life.
ELD 2A/ELD 2A Career	**Course Description** Compare and contrast present, past, and future actions. Describe and make recommendations about food, places, and things. Express opinions about the future and use technology as a resource to investigate, create, and present. **Purpose** By the end of ELD 2A, students should be able to read, understand, and orally explain simple instructions and answer questions about any topics covered in class. Write a simple paragraph with a topic sentence, supporting details, and a concluding sentence. Furthermore, students will obtain a general knowledge of parts of speech (adjectives, nouns, verbs, pronouns, prepositions, and conjunctions). The course will help students acquire the basic foundation to perform well in other subject matters, as well as perform well in vocabulary, life skills, grammar, and communication.	**Course Description** Career Exploration 2A supports students in building essential communication skills and developing workplace readiness through real-world learning. Students compare and contrast present, past, and future actions; make recommendations; express opinions; and describe people, places, and things with increasing accuracy. Grammar instruction includes parts of speech—nouns, verbs, adjectives, pronouns, prepositions, and comparatives—critical for academic and workplace communication. Students continue writing short paragraphs using simple and compound sentences, applying their skills to practical writing tasks like emails, cover letters, and summaries. Using technology, students research job sectors, build career vocabulary, create presentations, and reflect on their future goals. Career Exploration 2A prepares students to navigate academic, social, and

		professional environments with growing confidence.
ELD 2B/ELD 2B Career	**Course Description:** ● Developing the fundamental skills, students can apply in real-life situations by describing people's actions, plans, intentions, and consequences of actions. ● Applying the forms of present, past, and future tenses to express ability. ● Expressing obligation in order to give an excuse. ● Following the steps during a medical examination. ● Making good decisions about healthy habits. ● Offering help by using all the skills learned in this level.	Career Exploration 2B deepens students' communication skills and career awareness through real-life applications. Students explore grammar concepts including the present, past, and future tenses, while learning to describe actions, express intentions, and discuss the outcomes of decisions. They read and respond to workplace texts, engage in dialogue, and write basic paragraphs using compound and complex sentences. Topics include careers in healthcare, customer service, and education, with a focus on following instructions, understanding multi-step tasks, and communicating healthy habits. Students use technology to research professions, collaborate on projects, and reflect on their strengths and interests. By the end of the course, learners demonstrate increased fluency and the ability to communicate in academic, workplace, and community settings.
ELD 3A/ELD 3A Career	**Course Description:** The ELD 3A course is designed to help English learners expand their writing, speaking, and analyzing skills. Students will learn to understand text structures based on text type and purpose. Also, students will develop English skills to integrate them into real-life situations, such as exchanging information at the moment of speaking,	Career Exploration 3A is an advanced course that strengthens communication for academic and career purposes. Students refine grammar through use of present, past, future, and perfect tenses, and practice advanced reading, writing, speaking, and listening strategies.

	listening actively, and reading closely. Students will use verbs and verb phrases to expand ideas from reading and writing by applying grammar rules correctly and following the appropriate writing structure when needed.	They explore real-world language in contexts such as job interviews, applications, resumes, emergency situations, renting housing, and professional phone calls. Students write a variety of sentence types and begin composing a basic essay to express their ideas more fully. Aligned with Career Technical Education (CTE) standards, the course culminates in the creation of a Career Portfolio that includes a resume, cover letter, and references. Career Exploration 3A equips students with tools for employment, education, and real-world communication.
ELD 3B/ELD 3B Career	**Course Description:** Improve listening and reading skills. Write a five-paragraph descriptive essay and a narrative writing. Students will give one informal and one formal presentation. The formal presentation will be about a controversial topic. In this course, they will learn how to fill out a medical form and make/respond to requests at work. By the end of the quarter, students will gain knowledge to apply in real life situations.	Career Exploration 3B continues advanced language development with a focus on real-world communication and career planning. Students practice gerunds and infinitives, phrasal verbs, perfect tenses, and connectors and transition words to express ideas clearly and cohesively. Topics include workplace communication, health and nutrition, consumer awareness, and financial literacy. Learners write a variety of sentence structures and develop a basic essay to present and support their ideas in academic and professional contexts. The course culminates in a Personal Education Plan, developed with guidance from teachers, counselors, and the College and Career Coordinator. Students apply their language and planning skills to articulate their goals and prepare for success in school, work, and life.

EXHIBIT B

Scope and Sequence 1A: Aligning *Side by Side Book 1* with ELD Career Curriculum

This scope and sequence aligns language development concepts with Career Exploration skills, ensuring that students start developing career technical education skills, workplace vocabulary, and job readiness while improving their English proficiency.

Unit	CTE Focus Projects	Grammar Focus	Objectives	Life Skills
Unit 1. a. To Be: Introduction	- Talking about jobs and occupations (e.g., teacher, student, doctor, cashier) - Asking others about their jobs - Describing people using *to be* (e.g., She is a nurse. He is a chef.)	**Subject Pronouns**: I, you, he, she, it, we, they - **To Be Verb** (Present): → I **am** → You **are** → He/She/It **is** → We/You/They **are**	- Introduce yourself and others - Ask and answer simple questions about names and **occupations** - Use subject pronouns correctly in conversation - Use the present tense of the verb *to be*	- Filling out forms (name, age, occupation) - Introducing yourself in social and professional settings - Basic greetings and polite conversation
1.b. Cardinal Numbers	- Talking about quantities and basic data at work (e.g., *I have 5 customers.*) - Using numbers in job-related tasks (e.g., counting money, inventory, phone numbers) - Practicing numbers used in real-life work scenarios (e.g., delivery addresses, time schedules)	- **Cardinal Numbers**: 1–20 - Asking and answering questions with numbers: → *How old are you? — I'm 22 years old.* → *What's your phone number? — It's 555-1234.*	- Learn and practice saying numbers - Ask and answer questions about age, phone numbers, and addresses - Write numbers in word and numeral form	- Filling out forms with numerical information - Giving and asking for a phone number - Talking about age and family size
Unit 2. To Be + Location Subject Pronouns	Talking about workplace locations (e.g., *She is in the office.*) - Describing where coworkers are - Asking about where someone is during a shift	**- Subject Pronouns:** I, you, he, she, it, we, they **- To Be + Location:** → I am at home.	- Use *to be* with subject pronouns and locations - Ask and answer questions about where people are	Giving and understanding directions - Talking about your current location - Asking where someone is (e.g.,

	- Understanding spatial instructions in a work environment	→ You are at school. **- Prepositions of place:** *in*, *on*, *at*	- Practice full sentence responses - Learn basic prepositions of place	"Where is the manager?") - Locating people in buildings (e.g., office, classroom, sto
Unit 3. Present Continuous Tense	- **Team Meetings**: Giving live updates (e.g., *We are reviewing the report.*) - **Customer Service**: Explaining current actions (e.g., *I am checking the system now.*) - **Workplace Communication**: Talking about tasks in progress (e.g., *She is working on the inventory.*) - **Interview Questions**: Describe what you're doing now in your job or training (e.g., *I am assisting the supervisor with reports.*)	- **Present Continuous Form**: → I **am** working. - **Yes/No Questions**: - **Short Answers**: - **WH-Questions**: - **Time Expressions**:	Form and respond to **yes/no** questions in the present continuous - Form and respond to **WH-** questions in the present continuous - Use **short answers** appropriately - Describe what is happening **now** or **around now** - Use **time expressions** with the present continuous	Talk about what you're doing in real time - Describe current actions during a phone or video call - Giving updates at home, in school, or at work - Communicating clearly during emergencies (e.g., "He is helping someone."
4. To Be: Short Answers, Possessive Adjectives	- **Customer Service**: Identifying or returning personal items (e.g., *Is this your bag? → No, it's his.*) - **Teamwork & Workplace Communication**: Describing who something belongs to (e.g., *That's our schedule.*) - **Interviews/Introductions**: Using short, polite responses (e.g., *Are you available today? → Yes, I am.*)	- **To Be – Short Answers**: - **Possessive Adjectives**:	- Give and understand **short answers** using *to be* - Use **possessive adjectives** to show ownership - Recognize and match subject pronouns with possessive adjectives (e.g., *he → his*) - Ask and answer questions about personal belongings	- Talking about things you own (e.g., *This is my ID.*) - Identifying other people's belongings (e.g., *That's her wallet.*) - Using short answers in casual conversation (e.g., *Yes, I am. / No, they're not.*) - Labeling or marking your possessions correctly
5. To Be - Yes/No Questions Short Answers	**Workplace Descriptions**: Describing coworkers, uniforms, or tools (e.g., *The chef's hat is white.*) - **Customer Service**: Clarifying ownership (e.g.,	- **To Be – Yes/No Questions & Short Answers**: - ***Adjectives:***	- Form and answer **yes/no questions** using *to be* - Use **short answers** appropriately	- Describing people and their belongings - Asking and answering questions about how people feel or what they look like

Adjectives Possessive Nouns	*Is this the customer's receipt?*) - **Job Interviews**: Using adjectives to describe yourself (e.g., *I am responsible and friendly.*) - **Reporting**: Writing or speaking clearly about people and things (e.g., *The manager's report is ready.*)	- ***Possessive Nouns**:*	- Use **adjectives** to describe people, places, or things - Identify and use **possessive nouns** to show ownership - Distinguish between **possessive nouns** and **possessive adjectives**	- Identifying ownership in lost-and-found situations (e.g., *Is this John's wallet?*) - Being polite and descriptive in everyday conversations
6. Review Present Continuous Tense: Review Prepositions of Locations	- **Customer Service**: Communicating about current actions and locations (e.g., "The product is on the way," or "The team is handling your request"). - **Workplace Collaboration**: Describing actions and locations for teamwork (e.g., "We are working on the project in the conference room.").	- **Present Continuous Tense**: - **Yes/No Questions**: - **WH-Questions**: - **Prepositions of Location**:	- Review and practice using the **present continuous tense** - Ask and answer questions about **ongoing actions** - Identify and describe **locations** using prepositions - Use complete sentences to describe people and objects in real time	Giving and following directions (e.g., *The files are on the desk.*) - Describing real-time actions during conversations - Locating items or people in a room (e.g., *She is sitting next to the window.*) - Asking about what someone is doing and where they are
Unit 7: Prepositions There is/ There are Singular/ Plural: Introduction	- **Workplace Organization**: Describing where things are in the office or workplace (e.g., *There is a computer on the desk.*) - **Customer Service**: Giving directions (e.g., *There is a sign above the door.*) - **Team Collaboration**: Describing available resources (e.g., *There are two printers in the office.*) - **Inventory Management**: Talking about stock (e.g., *There is a box of supplies in the storage room.*)	**Prepositions**: - **There is / There are Singular/Plural**: - **Singular**	- Understand and use **prepositions of place** correctly - Form and answer **there is/there are** statements - Correctly use **singular and plural nouns** with *there is/there are* - Practice describing locations using **prepositions** and **there is/there are**	- Giving clear directions about the location of objects (e.g., *There is a desk next to the window.*) - Asking and answering questions about **what** and **where** things are in a room or space - Using singular and plural correctly in everyday conversation (e.g., *There is a clock on the wall. / There are three windows in the room.*)

Unit 8: Singular/ Plural Adjectives This/ That/These/Those	**Retail/Customer Service**: Describing products or items effectively (e.g., "These shoes are on sale," or "That shirt is out of stock."). - **Teamwork/Collaboration** : Using demonstratives to refer to items or people in discussions (e.g., "This task is due soon," or "Those reports need revision.").	**Singular/Plural Adjectives**: Adjectives that describe one thing (singular) or more than one thing (plural). **-This/That/These/Those**: Demonstrative pronouns used to indicate specific things or people.	Understand and use singular and plural adjectives to describe nouns correctly. - Learn how to use **this**, **that**, **these**, and **those** to indicate objects or people based on proximity (near or far).	- **Descriptive Language**: Knowing when and how to use singular/plural adjectives helps in providing clear descriptions. - **Pointing and Referring**: Using **this**, **that**, **these**, and **those** helps in pointing out specific items or people in conversations.

Scope and Sequence 1B: Aligning *Side by Side Book 1* with ELD Career Curriculum

This scope and sequence aligns language development concepts with Career Exploration skills, ensuring that students start developing career technical education skills, workplace vocabulary, and job readiness while improving their English proficiency.

Unit	Grammar Focus	Objectives	Life Skills	ELD Career Projects
Unit 9: Simple Present Tense	- **Simple Present Tense**: → Used for routine actions, facts, and habits.	- Understand and use the **simple present tense** correctly - Form **affirmative, negative, and question** sentences in the simple present - Use time expressions like *always, usually, often, sometimes, and never* to describe frequency - Practice using the **simple present tense** in conversation	- Describe your daily routine (e.g., *I wake up at 7:00 AM*). - Describe regular activities (e.g., *He works every Monday.*) - Ask and answer questions about habits and preferences (e.g., *Do you read books? / Yes, I do.*) - Use time expressions to explain frequency (e.g., *I always exercise.*)	- **Workplace Routines**: Describing regular tasks (e.g., *I check my email every morning.*) - **Job Interviews**: Talking about what you do daily (e.g., *I handle customer calls.*) - **Customer Service**: Explaining how often you do something for customers (e.g., *We deliver orders every Friday.*)

10. Simple Present Tense: Yes/No Questions Nrgatives Short Answers	**Simple Present Tense**: Describes habitual actions, general facts, or routines. - **Yes/No Questions**: Questions that can be answered with a simple "yes" or "no." - **Negatives**: Using "do not" (don't) or "does not" (doesn't) - **Short Answers**: Short responses (e.g., Yes, I do; No, she doesn't).	Learn how to form and use **yes/no questions** in the simple present tense. - Understand how to form **negative sentences** and how to respond with **short answers**. - Practice using **short answers** in daily conversations.	**Effective Communication**: Being able to ask questions and respond with short answers helps in day-to-day interactions. - **Clarification**: Knowing how to use negations and yes/no questions to clarify information.	**Customer Service**: Asking customers simple yes/no questions (e.g., "Do you need help?" or "Does this product meet your needs?"). -**Interviews/Meetings**: Responding to questions with short answers (e.g., "Do you have experience with this?" "Yes, I do.") - **Team Collaboration**: Asking for confirmation and giving quick responses in a team setting (e.g., "Does anyone need assistance?" "No, we don't.").
11. Object Pronouns Simple Present Tense: s vs. non-s Endings Have/Has Adverbs of Frequency	- **Object Pronouns** - **Simple Present Tense (s vs. non-s Endings)** - **Have/Has** - **Adverbs of Frequency**	- Learn how to use **object pronouns** correctly in sentences. - Understand and practice the **s vs. non-s endings** in the **simple present tense**. - Master the use of **have/has** for possession or actions. - Use **adverbs of frequency** to describe regularity or habit in actions.	**Effective Communication**: Replacing objects with pronouns to avoid repetition. - **Clarity in Speech**: Using the correct verb endings and adverbs to communicate habits and regular actions. - **Describing Regular Activities**: Using **have/has** and **adverbs of frequency** to talk about routines and actions.	**Customer Service**: Replacing objects with object pronouns to streamline communication (e.g., "I'll send it to you."). - **Workplace Communication**: Describing tasks and routines using **have/has** and **adverbs of frequency** (e.g., "I have meetings every day," "She always answers emails."). - **Team Collaboration**: Talking about shared tasks and frequency of actions.

12. Contrast: Simple Present and Present Continuous Tenses Adjectives	**- Simple Present Tense** **- Present Continuous Tense** **- Adjectives**	Understand the difference between **simple present** and **present continuous tenses** and know when to use each. - Learn how to use **adjectives** to describe people, places, and things	**Time Management**: Know how to describe ongoing activities (present continuous) vs. routines or habitual actions (simple present). **- Clear Communication**: Using adjectives to clearly describe people, objects, and situations. **- Self-Expression**: Being able to describe current actions and feelings vs. general routines or facts.	**- Workplace Communication**: Describing what you are doing at the moment (present continuous) vs. what you usually do (simple present). **- Customer Interaction**: Using adjectives to describe products or services (e.g.,“The product is new,” “The service is excellent”). **- Team Collaboration**: Describing ongoing tasks and responsibilities vs. general duties.
13. Can Have to	**Can**: Used to express ability **- Have to**: Used to express necessity	Understand and use **can** to express abilities, permission, and possibilities. - Understand and use **have to** to express obligations or necessities.	**Decision Making**: Understanding when to express ability vs. obligation in daily life (e.g., deciding what to do or when to act). **- Effective Communication**: Being able to convey what you can do versus what you must do (e.g., “I can help you,” vs. “I have to finish this task first.”).	**Workplace Responsibilities**: Describe tasks and responsibilities (e.g., "I have to submit the report today," or "Can you help me with this task?"). **- Customer Service**: Using "can" to offer help or ask for permission (e.g., "Can I assist you?" or "You can try the new product here"). **- Teamwork**: Clarifying what team members **can** do and **have to** do.
14. Future: Going to Time Expressions Want to	**- Future (Going to)**: → Used to talk about plans, intentions, and predictions. **- Time Expressions**: → Used with future tense **- Want to**:	- Use **going to** to talk about future plans, intentions, and predictions - Understand and apply **time expressions** with future actions - Form and respond to **questions and statements** using **want to**	**- Making future plans**: Talking about what you are going to do (e.g., *I am going to exercise tomorrow.*) **- Expressing desires**: Talking about what you want to do or have (e.g., *I want to visit a new city.*) - Using **time expressions** to discuss future events (e.g., *We*	**- Job Interviews**: Talking about future career plans (e.g., *I am going to apply for that position next month.*) **- Workplace Goals**: Expressing intentions at work (e.g., *I want to improve my skills in this area.*) **- Project Planning**: Discussing future tasks or deadlines (e.g., *We are*

	→ Used to express desires or intentions.	- Make plans and express desires using **want to** in conversation	*are going to meet next week.*)	*going to finish this project by Friday.*) - **Team Meetings**: Discussing upcoming activities or goals (e.g., *We want to complete the report next week.*)
15- Past Tense: Regular Verbs Introduction to Irregular Verbs	- **Past Tense – Regular Verbs**: → Add **-ed** - **Spelling Rules for Regular Verbs**: → *like* → *liked*, *stop* → *stopped*, *try* → *tried* - **Introduction to Irregular Verbs**: → Irregular verbs do **not** follow the "-ed" rule.	- Use **regular past-tense verbs** in statements, questions, and negatives - Learn spelling changes for regular verbs - Begin to recognize and use **common irregular verbs** - Ask and answer questions about **past events** accurately	Talking about daily activities in the past (e.g., *I worked last night*) - Describe past experiences with correct verb forms (e.g., *We traveled to the city.*) - Giving accurate information about past actions (e.g., *I didn't eat breakfast.*)	- **Interviews**: Discussing past work experiences (e.g., *I managed a team last year.*) - **Workplace Communication**: Reporting completed tasks (e.g., *We finished the project yesterday.*) - **Performance Reviews**: Reflecting on past accomplishments using both regular and irregular verbs (e.g., *She led the project successfully.*) - **Customer Service**: Talking about how a situation was handled (e.g., *I resolved the issue yesterday.*)
16. Past Tense: Yes/ No Questions Short Answers WH-Questions More Irregular Verbs Time Expressions	**Past Tense**: Used to describe actions or events that happened in the past - **Yes/No Questions in Past Tense**: - **Short Answers in Past Tense**: - **WH- Questions in Past Tense**: - **Irregular Verbs** - **Time Expressions**:	Form and respond to **yes/no questions** in the past tense. - Form and respond to **WH questions** in the past tense. - Use **short answers** appropriately with past-tense questions. - Practice using **irregular verbs** in the past tense. - Understand and use **time expressions** to talk about past events	**Effective Communication**: Asking and answering questions about past experiences. - **Memory and Reflection**: Describing past events accurately using time expressions and past tense. - **Clarity in Narration**: Using the past tense and time expressions to tell stories or share experiences	**Job Interviews**: Answering questions about past experiences or responsibilities (e.g., "Did you work on a team project?" "Yes, I did."). - **Customer Service**: Discussing past customer interactions or resolving issues (e.g., "Did you resolve the issue with the product?" "No, I didn't."). - **Project Reports**: Talking about completed tasks and milestones in a project (e.g., "When did

				you finish the report?" "I finished it last week.").
17. To Be Past Tense	- **To Be in the Past Tense**: **was were** (for plural subjects: you, we, they). Example sentences: - **I was** at the store. - **He was** late. - **They were** happy. - **We were** at the party.	- Use **was** and **were** correctly in the past tense. - Form **affirmative**, **negative**, and **interrogative** sentences using **was** and **were**. - Understand and practice how **to use** the past tense for describing past states, actions, and conditions	**Reflective Thinking**: Describing past events, states, or conditions helps with personal reflection and communication. - **Self-Expression**: Using **was** and **were** to share past experiences, feelings, and observations with others. - **Clear Communication**: Effectively describing situations in the past with accurate verb usage.	- **Job Interviews**: Describe past job roles, tasks, or experiences (e.g., "I was a manager," "We were responsible for organizing events"). - **Customer Service**: Recalling past interactions with customers (e.g., "I was helping a customer earlier," "They were satisfied with the service"). - **Team Collaboration**: Reporting past team actions or milestones (e.g., "We were working on the project," "He was leading the meeting last week").

Scope and Sequence 2A: Aligning *Side by Side Book 2* with ELD Career Curriculum

This scope and sequence aligns language development concepts with Career Exploration skills, ensuring that students start developing career technical education skills, workplace vocabulary, and job readiness while improving their English proficiency.

Unit	Grammar Focus	Objectives	Life Skills (teaching materials)	ELD Career Projects
1	Simple Present, Present Continuous, Simple Past, Future; *like to*; Pronouns	• Describing present, past, and future actions. Birthdays and gifts, and telling about friendships	• School registration. • Filling out a registration form	• **Fill Out a Registration Form** Complete a sample or real-life adult school registration form. • **Oral Role-Play** Pair up: One student acts as a school office assistant, the other as a student registering. Practice asking for and giving information.
2	Count/non-count nouns.	• Buying food and describing food preferences	• School personnel • Reading a school floor plan	
3	Partitives, Count/non-count nouns and imperatives.	• Buying food • Eating in a restaurant. • recipes	• Supermarket sections and receipts. • Food labels • Restaurant menus	• **Grocery Store Role-Play:** Create a mock grocery store. Students take turns being customers and store employees. • **Restaurant Scenario:** Simulate a restaurant setting with students acting as hosts, servers, and customers. • **Recipe Demonstration / Menu Creation:** Choose or create a simple recipe and explain the steps, or design a bilingual menu for a restaurant. • **Food Label Investigation:** Bring real food packages and analyze the labels.
4	Future tense (will) and	• Telling about the	• Social interaction	• **Celebrate Diversity at**

	time expressions	future ● Probability ● Warnings	● Reading and writing invitations ● Cross-cultural expectations	**Work – Planning a Workplace Event:** Students will plan a multicultural celebration or team-building event for a diverse workplace. ● **Cross-Cultural Expectations:** Learn about cultural norms in workplace behavior, holidays, and communication styles (e.g., punctuality, food preferences, dress codes). Reflect on how to be inclusive.
5	Comparatives, should and possessive pronouns.	● Making comparisons ● Agreement and disagreement	● Shopping ● Advertisements	● **Create a Sales Flyer for a Store** ● **Project Title:** *Smart Shopping & Advertising in the Workplace:* Students will research products, compare prices, and design a professional sales flyer or advertisement that demonstrates persuasive language, clear product descriptions, and smart consumer choices.
6	Superlatives	● Describing people, places, and things ● Expressing opinions	● Store directions ● Returning and exchanging items ● Using an ATM ● Checks ● Store return policies	● **Mastering Returns and Exchanges:** Students will explore how to communicate effectively in return/exchange situations, understand store return policies, and practice customer service language and procedures relevant to retail and service careers. ● **Research a Store Return Policy:** Students choose a real or mock store (e.g., Target, Walmart, local market). ● They read and summarize the store's return policy using simple language

				Role-Play and Perform ● Students perform their return/exchange scene in class.

Scope and Sequence 2B: Aligning *Side by Side Book 2* with ELD Career Curriculum

This scope and sequence aligns language development concepts with Career Exploration skills, ensuring that students start developing career technical education skills, workplace vocabulary, and job readiness while improving their English proficiency.

Unit	Grammar Focus	Objectives	Life Skills (teaching materials)	Career Exploration Projects
7	Imperatives. Directions.	● Getting around town ● Using public transportation.	● Schedules of building hours. ● Bus schedules. ● Traffic and safety signs ● Safe driving practices	● **"Be a Safe Driver: Know the Signs"** Students will create a presentation, poster, or digital project to educate others about traffic and safety signs and safe driving practices. This project supports careers that require driving, awareness of public safety, or roles in transportation/logistics. **Research & Vocabulary Building** ● Learn the meanings of key traffic signs (e.g., yield, stop, speed limit, pedestrian crossing). ● Review vocabulary for driving instructions and

				safety practices (e.g., use seatbelt, check mirrors, maintain speed).
8	Adverbs Agent nouns First conditional (*if*-clauses)	● Describing people's actions ● Describing plans and interactions	● Job interview ● Stating skills and work experience ● Asking for permission at work ● Reading a paycheck and pay stub ● Employee accident report	● **"My Employee File"** **Project Description:** Students will create a simulated **employee file** that includes: 1. **Personal Statement of Skills and Work Experience:** Write a short paragraph or fill out a job history form listing their previous jobs, job titles, and job duties. Include a list of soft and hard skills they would bring to the workplace. 2. **Permission Request Email or Note:** Compose a short, formal request for time off, arriving late, or leaving early using polite, workplace-appropriate language (e.g., "May I...?" or "I would like to request..."). Optional: Create a role-play dialogue between employee and supervisor. 3. **Paycheck and Pay Stub Analysis:** Examine a sample pay stub and answer comprehension questions: What is the gross pay? What deductions are listed? What is the net pay? 3. **Employee Accident Report:** Complete a sample workplace accident report form with details about an incident (real or imagined), including what happened, when, and who was involved. Practice using past tense and clear, factual language.
9	Past continuous tense	● Describing ongoing	● Reporting a home	● **Be the Safety Expert:**

	Reflexive pronouns	past activities	emergency ● Emergency preparedness ● First aid instructions ● Warning labels on household products ● Safety procedures: earthquake and hurricanes	**Create a Home & Workplace Emergency Safety Guide"** Students will take on the role of a **Community Safety Advisor** and create an emergency response guide that includes clear instructions, safety procedures, and warnings. The guide can be used in homes, schools, or entry-level jobs (e.g., maintenance, customer service, childcare, hospitality). Students will research, write, and present safety information using real-life English and workplace communication skills.
10	Could and be able to	● Expressing past and future ability ● Expressing past and future obligation	● Renting an apartment ● Requesting maintenance and repairs ● Housing ads ● Reading a floor plan ● Building rules and regulations	● **Apartment Leasing Assistant Role-Play:** Students will role-play the job of an **Apartment Leasing Assistant** who helps clients find and secure apartments. They will use real-life skills related to renting, maintenance requests, housing ads, floor plans, and building rules.
11	Past tense review count/Non-Count Nouns	● Medical examinations ● Medical advice ● Health ● Nutrition	● Making a doctor appointment ● Calling in sick ● Reporting absence from school ● Medicine labels ● Medicine safety tips ● Nutrition and recipes	● **Making a Doctor Appointment:** Students will role-play or simulate the process of making a doctor's appointment by phone or in person. ● **Workplace and School Absence Communication:** Students will practice and create clear, polite, and professional messages for calling in sick to work and reporting a school absence.
12	Future continuous tense (time expressions)	● Describing future activities ● Expression time and duration	● Handling wrong number calls ● Leaving and taking phone messages	● **Workplace Phone Communication Role-Play:** Students will practice

		● Making plans by telephone		professional phone communication skills by role-playing common workplace phone scenarios involving wrong number calls and message-taking.
13	some/Any Pronoun and verb tense review	● Offering help ● Indicating ownership ● Household problems	● Requesting maintenance and repairs ● Reading a rental agreement ● Tenants' rights	● **Tenant Support Coordinator Role-Play & Portfolio** **Project Overview:** Students will role-play as tenant support coordinators, practicing how to assist tenants with maintenance requests, explain rental agreements, and inform them about their rights. They will create a portfolio showcasing written communication skills and knowledge of tenant-related processes.

Scope and Sequence 3A: Aligning *Side by Side Book 3* with Career Exploration Curriculum

This scope and sequence aligns language development concepts with Career Exploration skills, ensuring that students start developing career technical education skills, workplace vocabulary, and job readiness while improving their English proficiency.

Unit	Grammar Focus Side by Side book	Objectives	Life Skills (teaching materials)	Career exploration Projects
1 (1 week)	Simple Present and Present Continuous Tenses; Subject & Object Pronouns; Possessive Adjectives;	● Describe habitual and ongoing activities Express likes and dislikes ● Discuss frequency of	● Emergency room procedures	**Personal Introduction Video**: Create a short video introducing yourself, discussing your daily routines, hobbies,

	Time Expressions **Side by Side book pages: 1, 3,4, 7**	actions ● Share personal background and interests		and interests, using the simple present and present continuous tenses. **Emergency Room Check-In**
2 (1 week)	Simple Past and Past Continuous Tenses **Side by Side book pages: 11, 12, 14, 16, 18,19**	● Narrate past activities and experiences ● Describe trips and travels	● Apologizing for lateness at work ● Traffic accident report	**My Past Trip or Vacation**: Writing exercise to talk about a past trip or vacation, detailing the experience using the simple past and past continuous tenses. **Traffic Accident Report Project**
3 (1 week)	Future Tense (Going to / Will); Time Expressions; Possessive Pronouns **Side by Side book pages: 21, 22, 25, 27, 28, 31**	● Discuss future plans and intentions ● Express time and duration ● Talking on the telephone	● Calling in sick at work ● Reporting a child's school absence ● Writing notes to teachers	**Future Plans Presentation/writing**: Prepare a presentation outlining your goals for the next five years, explaining how you plan to achieve them using "going to" and "will" structures.
4 (2 weeks)	Present Perfect Tense **Side by Side book pages: 37, 38, 40, 42, 45, 46, 48**	● Describe acquired skills ● Discuss actions that have/haven't occurred ● Make recommendations ● Talk about local activities	● Understanding employment application procedures ● Completing job application forms ● Employment history ● Developing job search strategies	**Guidelines for developing job search strategies**: Students will be able to identify their personal skills and goals, explore local job opportunities, and practice using English to search for jobs.
5 (2 week)	Present Perfect vs. Present vs. Past Tenses; Since / For **Side by Side book pages: 51, 52, 54, 56, 58, 61, 62,**	● Describe duration of activities ● Discuss medical symptoms and problems ● Share family information	● Communicating medical issues ● Career advancement planning ● Job interview ● Cover letters and resumes	**Job Interview Simulation**: Students will demonstrate their speaking, listening, and grammar skills by participating in a mock job interview.
6 (2 weeks)	Present Perfect Continuous Tense **Side by Side book pages: 69, 70, 72, 74, 76, 78**	● Discuss duration of activities ● Report household repair problems ● Describe experiences	● Renting an apartment ● Lease information ● Apartment rules ● Utility bills	**Create a Portfolio**: Assemble a portfolio including a resume, cover letter, and a list of references, highlighting skills and experiences. Project Ideas and **Activities to Support the Portfolio**

Scope and Sequence 3B: Aligning *Side by Side Book 3* with Career Exploration Curriculum

This scope and sequence aligns language development concepts with Career Exploration skills, ensuring that students start developing career technical education skills, workplace vocabulary, and job readiness while improving their English proficiency.

Unit	Grammar Focus	Objectives	Life Skills (teaching materials)	Career Exploration Projects
7 (2 weeks)	Gerunds and Infinitives; Review of Present Perfect and Present Perfect Continuous Tenses **Side by Side book pages: 81, 84, 86-92.**	• Use gerunds and infinitives correctly in speech and writing. • Talk about things you dislike doing. • Describing talents and skills	• Requests at work. • Workplace notes and messages. • Small talk at work	**Workplace Communication** • These projects help students practice the necessary skills for clear, polite, and professional communication at work.
8 (2 weeks)	Past Perfect and Past Perfect Continuous Tenses **Side by Side book pages: 95, 96, 101, 104, 109.**	• Discuss preparation of events. • Describe consequences of being late. • Describe accomplishments.	• Scheduling medical appointments. • Medical appointment card • Nutrition: A healthy plate	**Healthy Eating and Balanced Diet** • Students will demonstrate understanding by creating a project that explains what a balanced diet is and how to make healthy food choices in daily life.
9 (2 weeks)	Two-Word Verbs (Separable and Inseparable) **Side by Side book pages: 115, 117, 119, 122, 126**	• Identify and correctly use common phrasal verbs in both their separable and inseparable forms.	• Shopping for clothing. • Identifying bargains • Smart shopping	**Consumer Skills** • Use polite requests and questions in stores. Develop confidence speaking to customer service representatives
10 (3 weeks)	Connectors: and/too; and/either; so/but/neither **Side by Side book pages: 131-134, 141**	• Use connectors to link ideas and sentences effectively. • Differentiate between various connectors to	• Requesting help at work. • How to get a promotion. • Personal	**My Personal Education Plan** • In this final project, students will develop and present a complete personal education plan using the language and

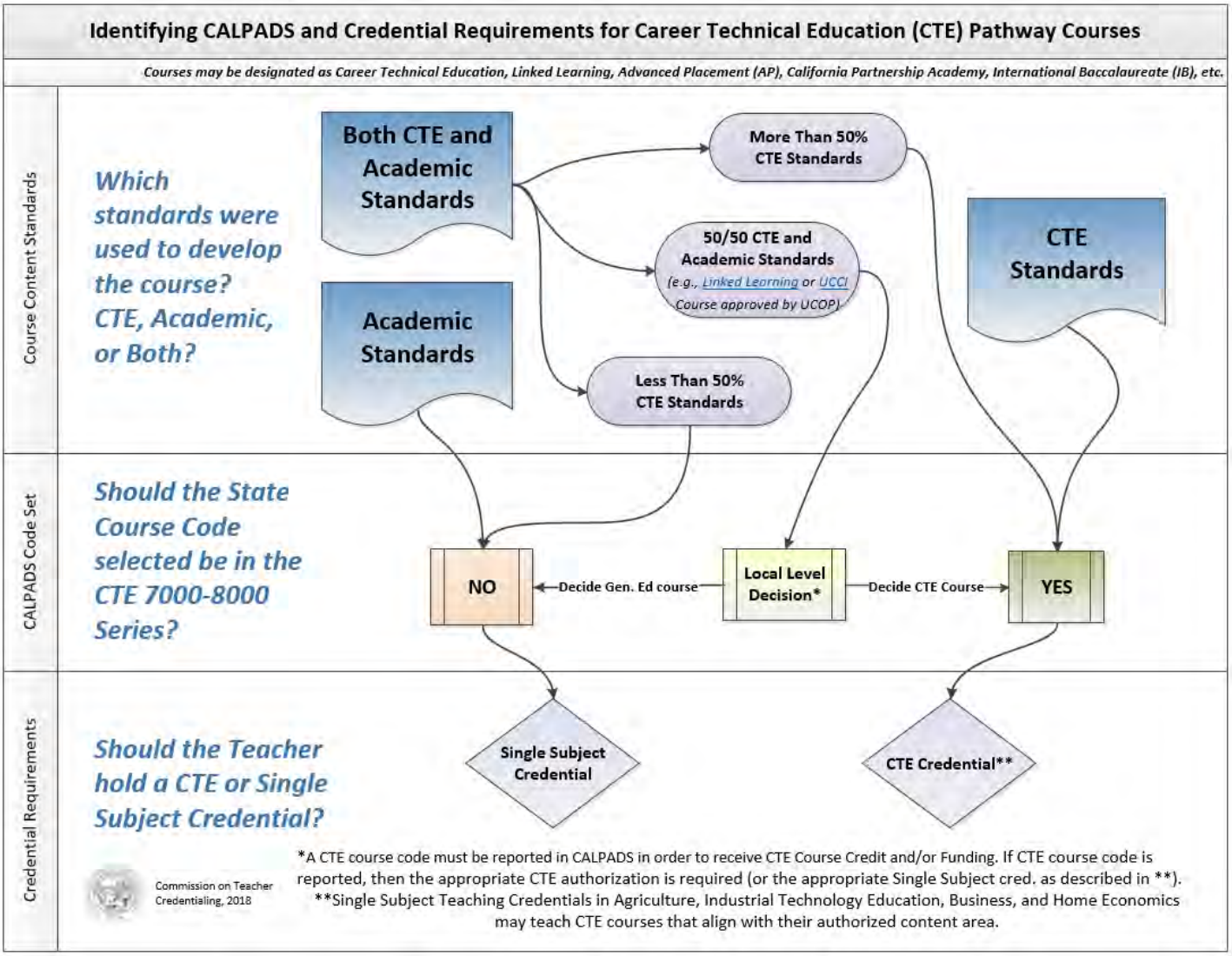
		express addition, contrast, and alternatives.	Education Plan	life skills they've learned in class.

EXHIBIT C

Commission on Teacher Credentialing

Career Technical Education

A Career Technical Education (CTE) classroom setting is one in which the curriculum has been designated as technical, trade, or vocational. CTE courses are part of a program of study that involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge, and provides students with a pathway to postsecondary education and careers. Such courses, also known as Vocational Education courses, commonly occur in Regional Occupational Programs (ROP) or Career Academies such as the California Partnership Academy (CPA).



CTE is a critical component of a broad and deep school curriculum that helps prepare all students to be career and college ready. The CTE course provides relevance and real world content for academic studies. CTE course content is based on 50% or more of the content based on the CTE Model Curriculum Standards adopted by the State Board of Education.

- Documents Authorizing CTE
- General CTE Information [PDF]
- Factors Influencing CTE Assignments [PDF]
- Career Technical and Vocational Education Document Codes
- Coded Correspondence 14-08: Approval of Amendments to Title 5 of the California Code of Regulations and
  Guidance Pertaining to Designated Subjects Career Technical Education
  Teaching Credentials [PDF]

CTE courses should be recorded in CALPADS by using course codes in the 7000-8999 range. Any educator assigned to teach in a CTE course must be authorized for service in a CTE setting. Failure to staff these courses appropriately will result in a misassignment.

Designated Subjects	
Local Assignment Options (Adult Education)	
Staff Developer in subject(s) listed on Adult Education Credential	Title 5 80020.4(c)
Program Coordinator in subject(s) listed on Adult Education credential	Title 5 80020.4.1(b)
Short-Term Staff Permit	Title 5 80021
Provisional Internship Permit	Title 5 80021.1
Adult Education Credential holder (no part-time) may serve as a **substitute** in courses organized primarily for adults	Title 5 80034.5(b)
Local Assignment Options (Special Subjects)	
Driver Education (Classroom Instruction) ** May also consider Committee on Assignments or a Variable Term Waiver**	Education Code 44263
Local Assignment Options (Vocational Education/CTE)	
Staff Developer in subject(s) listed on Voc. Ed or CTE Credential	Title 5 80020.4(d)
Program Coordinator in subject(s) listed on Voc. Ed. or CTE Credential	Title 5 80020.4.1(c)
Voc. Ed substitute teaching for any holder of a document requiring BA and BSR	Title 5 80025.3(a)
CTE Substitute Permit	Title 5 80025.5
Voc. Ed (Full-Time) or CTE credential holder may serve as CTE substitute	Title 5 80034.5(a)

Additional Resources

- CA Department of Education: Perkins

Updated January 18, 2024

EXHIBIT D

First Name	Middle Name	Last Name	Credential
Wilson Richard		Abrego	Variable Term Waiver in Physical Education
Araceli	Sandoval	Aguayo	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Alejandra		Almanza Villagomez	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Rutilo		Alonso	Special Education (Mild to Moderate)
Cindy	Lizbeth	Arroyo Chavez	Multiple Subject
Cindy	Lizbeth	Arroyo Chavez	Variable Term Waiver in BCLAD Authorization
Maria	Del Carmen	Barrera Lopez	Single Subject in Biological Sciences
Jose	Egberto	Bedolla Villa	Career Technical Education Teaching Credential in Education, Child Development, and Family Services AND Arts, Media, and Enterntainment
Yuliana		Campos Ramirez	30-Day Substitute Permit
Adan		Cantera	Single Subject in Mathematics + BCLAD Authorization
Sergio		Carreon	Single Subject in Spanish + BCLAD Authorization
Alba	Liliana	Cifuentes	Single Subject in Physical Education
Alba	Liliana	Cifuentes	Emergency BCLAD Authorization Permit
Cristina		Cisneros Sandoval	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Olivia		Cortes	Single Subject in Spanish & English + EL Authorization
Olivia		Cortes	Administrative Services
Judith		Cortes Herrera	Single Subject in Spanish + BCLAD Authorization
Judith		Cortes Herrera	Variable Term Waiver in Multiple Subject
Silvia	Roxana	Cortes Valencia	Single Subject in Biology & Chemistry + BCLAD Authorization
Silvia	Roxana	Cortes Valencia	Variable Term Waiver in Multiple Subject
Adriana		Cruz Gonzalez	Single Subject in English & French + EL Authorization
Jesus		Deloya Garcia	30-Day Substitute Permit
Martha		Duarte Orizaba	N/A
Angelica	Paulina	Duarte-Rico	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Miriam		Flores	Single Subject in English + EL Authorization
Bertha		Garcia	N/A
Luis	Edgar	Garcia Barnett	30-Day Substitute Permit

First Name	Middle Name	Last Name	Credential
Rosalba	Flores	Gomez	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Aaron	Raul	Gonzalez	STSP in Science
Amber	Esmeralda	Gonzalez	30-Day Substitute Permit
Claudia	I.	Gonzalez Moreno	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Edith		Gutierrez Aguilar	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Charnice	Centrina	Haynes	Multiple Subject
Charnice	Centrina	Haynes	Variable Term Waiver in BCLAD Authorization
Litzareli		Hernandez	Single Subject in Biology
Maria	Guadalupe	Hernandez	Single Subject in Mathematics/EL Authorization and Multiple Subjects/BCLAD Authorization
Ariadna		Hernandez Gonzale:	30-Day Substitute Permit
Astrid	Nicte-Ha	Hernandez Gonzale:	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Arelis		Jaimes Montanez	Multiple Subject
Arelis		Jaimes Montanez	Emergency BCLAD Authorization Permit
Michael	John	Kinne	Single Subject + CLAD Authorization
Michael	John	Kinne	GELAP in Art
Diana		Lopez	N/A
Yesenia R		Lopez Mata	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Martha	Lidia	Lopez Sandoval	Multiple Subject + BCLAD Authorization
Maribel		Macias De La Cruz	Multipel Subject
Maribel		Macias De La Cruz	Emergency BCLAD Authorization Permit
Liliana		Mancilla Gallardo	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Juan De Dios		Marquez	N/A
Fernando		Medina	Single Subject in Physical Education + CLAD Authorization
Sally		Mendoza-Gutierrez	Special Education (Mild to Moderate)
Cristina		Montoya	N/A
Ignacio		Morales	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Yasna		Morales	Multiple Subject

First Name	Middle Name	Last Name	Credential
Ana	Edith	Munoz	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Ericka		Murillo Villeda	Single Subject in Spanish
Johana		Murillo Villeda	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Ma. Magdalena		Nieto Torres	Single Subject in Spanish
Ma. Magdalena		Nieto Torres	GELAP in English
Sanjuana	Carreon	Ochoa	Single Subject in Spanish + EL Authorization
Brian	David	Ornelas	Multiple Subject + BCLAD Authorization
Fabio	Andres	Ortiz	Single Subject in Mathematics + BCLAD Authorization
Yolanda		Ortiz	Multipel Subject
Judith	Maria	Palacios Ceballos	Single Subject in Spanish + CLAD Authorization
Veronica		Quezada	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Aleli	Elizabeth	Ramirez	Multiple Subject + BCLAD Authorization
Norma	Lizette	Razo Cortez	Single Subject in Social Science + EL Authorization
Patricia	Lidia	Reguerin	Multiple Subject + BCLAD Authorization
Isaias		Rivera Cisneros	Variable Term Waiver in Science
Bianka		Rivera Munquia	N/A
Sandra		Rodriguez	N/A
Olga	Margarita	Rodriguez Montenec	Single Subject in Spanish
Olga	Margarita	Rodriguez Montenec	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
Elsi	Marbey	Romero Padilla	Multiple Subject
Elsi	Marbey	Romero Padilla	Emergency BCLAD Authorization Permit
Martha	Leticia	Rosales Alaniz	Career Technical Education Teaching Credential in Education, Child Development, and Family Services
David	Israel	Sanchez Barrera	Variable Term Waiver in Mathematics
Patricia		Sanchez Chavez	N/A
Ethan	Ashkin	Stanton	Single Subject in English + EL Authorization
Magali		Tapia	Single Subject in Social Sciences
Hortencia		Torres Hermosillo	Career Technical Education Teaching Credential in Education, Child Development, and Family Services

First Name	Middle Name	Last Name	Credential
Hortencia		Torres Hermosillo	Variable Term Waiver in Physical Education
Maria	Esperanza	Torrez	Single Subject in Mathematics + EL Authorization
Luis	David	Villalvazo Rodriguez	STSP in Mathematics

EXHIBIT E

AFLC High School Master Schedule Quarter 1

Teacher	Room	1st Period	2nd Period	3rd Period	4th Period	5th Period	6th Period	7th Period
Mon., Tues., Thurs. & Fri.		8:30 -9:20 AM	9:35-10:25 AM	10:30-11-20 AM	11:25 AM -12:25 PM	1:00-1:55 PM	2:00-2:55 PM	3:00-3:40 PM
Wed.		8:30-9:10 AM	9:25-10:05 AM	10:10-10:55 AM	11:00-11:45 AM	11:50 AM-12:35 PM	1:10-1:55 PM (AFLC)	
Rodriguez Montenegro, Olga Margarita	207	Enrollment: 13 Spanish for Spanish Speakers 1***		Enrollment: 11 ELD 1*	Enrollment: 11 ELD 1*	Enrollment: 11 ELD 1*	Enrollment: 11 Study Skills *	
Murillo Villeda, Ericka	720		Enrollment: 14 ELD 2*	Enrollment: 14 ELD 2*	Enrollment: 14 ELD 2*	Enrollment: 24 Spanish for Spanish Speakers 1***	Enrollment: 17 Study Skills *	
Nieto Torres, Ma. Magdalena	603		Enrollment: 25 ELD 3*	Enrollment: 25 ELD 3*	Enrollment: 25 ELD 3*	Enrollment: 34 English 1*	Enrollment: 34 English 1*	
Kinne, Michael Jhon	403		Enrollment: 11 English 3***	Enrollment: 11 English 3***	Enrollment: 16 English 2*	Enrollment: 16 English 2*		Enrollment: 23 Fine Art*
Kinne, Michael Jhon	403				Enrollment: 2 Student TA Elective*			
Almanza Villagomez, Alejandra	206	Enrollment: 10 Study Hall *						
Quezada, Veronica	201	Enrollment: 27 Study Hall *						
Stanton, Ethan Ashkin	402							Enrollment: 34 Conversational English*
Tapia, Magali	721		Enrollment: 6 World History and Geography***		Enrollment: 11 Government ***	Enrollment: 11 US History and Geography***	Enrollment: 13 World History and Geography***	
Gonzalez, Aaron Raul	601	Enrollment: 3 Integrated Science 1***	Enrollment: 7 Integrated Science 1***	Enrollment: 32 Integrated Science 1***	Enrollment: 5 Integrated Science 1***		Enrollment: 3 Integrated Science 2***	
Cantera, Adan	600	Enrollment: 5 CCSS Integrated Math III***		Enrollment: 11 CCSS Integrated Math II***	Enrollment: 8 CCSS Integrated Math II***	Enrollment: 12 CCSS Integrated Math II***		
Villalvazo Rodriguez , Luis David	401	Enrollment: 3 CCSS Integrated Math II***		Enrollment: 3 CCSS Integrated Math I***	Enrollment: 20 CCSS Integrated Math I***		Enrollment: 26 CCSS Integrated Math I***	
Villalvazo Rodriguez , Luis David	401				Enrollment: 1 Student TA Elective*			
Abrego, Wilson Richard	Gym Field	Enrollment: 35 Physical Education 1***	Enrollment: 32 Physical Education 1***			Enrollment: 0 Physical Education 1***		Enrollment: 31 Physical Education 1*
TBD	710 Media	Enrollment: 14 Basic Computer Skills 1***	Enrollment: 17 Basic Computer Skills 1***	Enrollment: 6 Study Hall ***		Enrollment: 5 Basic Computer Skills 1***	Enrollment: 9 Basic Computer Skills 1***	Enrollment: 23 Basic Computer Skills 1*

* AFLC only (youth)

** CTC only (adults)

*** Mixed class (CTC and AFLC)

SSR: 12:15-12:25 PM

Lunch Time: 12:25-12-55 PM (Brunch 9:20-9:30 am)

Wednesday Lunch Time: 12:35-1:05 PM (Brunch 9:10-9:20 am)

CTC AM High School Master Schedule Quarter 1

Teacher	Room	1st Period	2nd Period	3rd Period	4th Period	5th Period	6th Period
Mon., Tues., Thurs. & Fri.		8:30 -9:20 AM	9:35-10:25 AM	10:30-11-20 AM	11:25 AM -12:25 PM	1:00-1:55 PM	2:00-2:55 PM
Wed.		8:30-9:10 AM	9:25-10:05 AM	10:10-10:55 AM	11:00-11:45 AM	11:50 AM-12:35 PM	1:10-2:55 PM
Rodriguez Montenegro, Olga Margarita	207	Enrollment: 58 Spanish for Spanish Speakers 1***					
Murillo Villeda, Ericka	720					Enrollment: 14 Spanish for Spanish Speakers 1***	
Kinne, Michael Jhon	403		Enrollment: 14 English 3***	Enrollment: 14 English 3***			Enrollment: 63 Fine Art***
Gutierrez Aguilar, Edith	105	Enrollment: 38 Study Hall **		Enrollment: 20 ELD 1A** Career	Enrollment: 20 ELD 1A** Career	Enrollment: 20 ELD 1A** Career	
Gonzalez Moreno, Claudia I.	107			Enrollment: 19 ELD 1A** Career	Enrollment: 19 ELD 1A** Career	Enrollment: 19 ELD 1A** Career	
Gomez, Rosalba Flores	106	Enrollment: 33 Study Hall **		Enrollment: 20 ELD 1B** Career	Enrollment: 20 ELD 1B** Career	Enrollment: 20 ELD 1B** Career	
Mancilla Gallardo, Liliana	722			Enrollment: 21 ELD 1B** Career	Enrollment: 21 ELD 1B** Career	Enrollment: 21 ELD 1B** Career	
Lopez Mata, Yesenia R	500	Enrollment: 15 Study Hall **	Enrollment: 32 Study Hall **	Enrollment: 37 ELD 2A** Career	Enrollment: 37 ELD 2A** Career	Enrollment: 37 ELD 2A** Career	
Almanza Villagomez, Alejandra	206		Enrollment: 22 Study Hall **	Enrollment: 36 ELD 2B** Career	Enrollment: 36 ELD 2B** Career	Enrollment: 36 ELD 2B** Career	
Torres Hermosillo, Hortencia	205		Enrollment: 30 Study Hall **	Enrollment: 8 ELD 3A** Career	Enrollment: 8 ELD 3A** Career	Enrollment: 8 ELD 3A** Career	Enrollment: 57 Physical Education 1***
Quezada, Veronica	201			Enrollment: 10 ELD 3B** Career	Enrollment: 10 ELD 3B** Career	Enrollment: 10 ELD 3B** Career	
Stanton, Ethan Ashkin	402		Enrollment: 32 English 1**	Enrollment: 32 English 1**	Enrollment: 14 English 2**	Enrollment: 14 English 2**	
Tapia, Magali	721		Enrollment: 9 World History and Geography***		Enrollment: 15 Government ***	Enrollment: 12 US History and Geography***	Enrollment: 2 World History and Geography***
Gonzalez, Aaron Raul	601	Enrollment: 6 Integrated Science 1***	Enrollment: 2 Integrated Science 1***	Enrollment: 3 Integrated Science 1***	Enrollment: 21 Integrated Science 1***		Enrollment: 8 Integrated Science 2***
Cantera, Adan	600	Enrollment: 5 CCSS Integrated Math III***	Enrollment: 4 CCSS Integrated Math II***	Enrollment: 5 CCSS Integrated Math II***	Enrollment: 4 CCSS Integrated Math II***	Enrollment: 0 CCSS Integrated Math II***	
Villalvazo Rodriguez, Luis David	401	Enrollment: 7 CCSS Integrated Math II***	Enrollment: 49 CCSS Integrated Math I***	Enrollment: 3 CCSS Integrated Math I***	Enrollment: 8 CCSS Integrated Math I***		Enrollment: 17 CCSS Integrated Math I***
Abrego, Wilson Richard	Gym Field	Enrollment: 38 Physical Education 1***	Enrollment: 29 Physical Education 1***				Enrollment: 54 Physical Education 1***
TBD	710 Media	Enrollment: 30 Basic Computer Skills 1***	Enrollment: 9 Basic Computer Skills 1***	Enrollment: 4 Study Hall ***		Enrollment: 21 Basic Computer Skills 1***	Enrollment: 16 Basic Computer Skills 1***

* AFLC only (youth)
** CTC only (adults)
*** Mixed class (CTC and AFLC)
SSR: 12:15-12:25 PM
Lunch Time: 12:25-12-55 PM (Brunch 9:20-9:30 am)
Wednesday Lunch Time: 12:35-1:05 PM (Brunch 9:10-9:20 am)

CTC PM High School Master Schedule Quarter 1

Teacher	Room	1st Period 4:15 - 5:10 PM	2nd Period 5:25 - 6:15 PM	3rd Period 6:20 - 7:25 PM	4th Period 8:00 - 8:50 PM	5th Period 8:55 - 9:45 PM	6th Period 9:50 - 10:40 PM
Cisneros Sandoval, Cristina	106	Enrollment: 17 ELD 1A** Career	Enrollment: 17 ELD 1A** Career	Enrollment: 17 ELD 1A** Career	Enrollment: 5 ELD 1A** Career	Enrollment: 5 ELD 1A** Career	Enrollment: 5 ELD 1A** Career
Duarte-Rico, Angelica Paulina	205	Enrollment:54 Study Hall **	Enrollment: 83 Study Hall **	Enrollment: 31 ELD 1A** Career	Enrollment: 31 ELD 1A** Career	Enrollment: 31 ELD 1A** Career	
Gonzalez Moreno, Claudia I.	107			Enrollment: 31 ELD 1A** Career	Enrollment: 31 ELD 1A** Career	Enrollment: 31 ELD 1A** Career	
Hernandez Gonzalez, Astrid Nicte-Ha	105		Enrollment: 27 Study Hall **	Enrollment: 4 Study Hall **	Enrollment: 15 ELD 1B** Career	Enrollment: 15 ELD 1B** Career	Enrollment: 15 ELD 1B** Career
Morales, Ignacio	721	Enrollment: 50 Study Hall **	Enrollment: 35 ELD 1B** Career	Enrollment: 35 ELD 1B** Career	Enrollment: 35 ELD 1B** Career	Enrollment: 53 Study Hall **	
Aguayo, Araceli Sandoval	206			Enrollment: 36 ELD 1B** Career	Enrollment: 36 ELD 1B** Career	Enrollment: 36 ELD 1B** Career	Enrollment: 59 Study Hall **
Munoz, Ana Edith	207	Enrollment: 22 ELD 2A** Career	Enrollment: 22 ELD 2A** Career	Enrollment: 22 ELD 2A** Career	Enrollment: 30 ELD 2A** Career	Enrollment: 30 ELD 2A** Career	Enrollment: 30 ELD 2A** Career
Rosales, Martha Leticia	402	Enrollment: 31 ELD 2B** Career	Enrollment: 31 ELD 2B** Career	Enrollment: 31 ELD 2B** Career	Enrollment: 49 ELD 2B** Career	Enrollment: 49 ELD 2B** Career	Enrollment: 49 ELD 2B** Career
Murillo Villeda, Johana	720		Enrollment: 82 Study Hall **	Enrollment: 35 ELD 3A** Career	Enrollment: 35 ELD 3A** Career	Enrollment: 35 ELD 3A** Career	Enrollment: 64 Study Hall **
Bedolla Villa, Jose Egberto	201	Enrollment: 88 Intro to Arts**		Enrollment: 32 ELD 3B** Career	Enrollment: 32 ELD 3B** Career	Enrollment: 32 ELD 3B** Career	Enrollment: 68 Intro to Arts**
Cruz Gonzalez, Adriana	500		Enrollment: 38 Study Skills **	Enrollment: 27 English 1**	Enrollment: 27 English 1**	Enrollment: 16 English 1**	Enrollment: 16 English 1**
Flores, Miriam	403	Enrollment: 18 English 2**	Enrollment: 18 English 2**	Enrollment: 17 English 3**	Enrollment: 17 English 3**	Enrollment: 19 English 2**	Enrollment: 19 English 2**
Razo Cortez, Norma Lizette	722	Enrollment: 47 Study Skills **	Enrollment: 8 World History and Geography**	Enrollment: 30 World History and Geography**		Enrollment: 18 US Government**	Enrollment: 10 US History and Geography**
Hernandez, Maria Guadalupe	401		Enrollment: 9 CCSS Integrated Math II**	Enrollment: 0 CCSS Integrated Math II**	Enrollment: 2 CCSS Integrated Math III** Enrollment: 16 CCSS Integrated Math II**	Enrollment: 5 CCSS Integrated Math II**	Enrollment: 2 CCSS Integrated Math III**
Sanchez Barrera, David Israel	602	Enrollment: 28 Study Skills **	Enrollment: 59 CCSS Integrated Math I**	Enrollment: 0 Study Skills**	Enrollment: 40 CCSS Integrated Math I**	Enrollment: 7 CCSS Integrated Math I**	Enrollment: 6 CCSS Integrated Math I**
Hernandez, Litzareli	601		Enrollment: 4 Integrated Science 2**	Enrollment: 21 Integrated Science 1**	Enrollment: 44 Study Skills**	Enrollment: 18 Integrated Science 1**	Enrollment: 11 Integrated Science 1**
Medina, Fernando	206	Enrollment: 91 Physical Education 1**				Enrollment: 47 Study Skills**	Enrollment: 52 Physical Education 1** Enrollment: 52 Physical Education 1**
Carreon Padilla, Sergio	600			Spanish for Spanish Speakers 1**			

2025-26 Middle School Master Schedule

Monday, Tuesday, Thursday, Friday

Grade & Enrollment #	Period 1 8:30-9:18am	Period 2 9:20-10:08 am	Period 3 10:10-10:58 am	Period 4 11:00-11:50 am	Lunch 11:50-12:20 Break: 12:20-12:40	Period 5 12:40-1:26 pm	Period 6 1:28-2:13 pm	Period 7 2:15-3:00 pm
6th A Enrollment: 21	**Science** Teacher: Isaias Rivera Cisneros Room: 602	**PE** Teacher: Alba Liliana Cifuentes Room: 503	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Math** Teacher: Fabio Andres Ortiz Room: 728		**Social Science** Teacher: Charnice Centrina Haynes Room: 732	**English** Teacher: Charnice Centrina Haynes Room: 732	**Reading/ELD** Teacher: Charnice Centrina Haynes Room: 732
6th B Enrollment: 17	**Social Science** Teacher: Charnice Centrina Haynes Room: 732	**PE** Teacher: Alba Liliana Cifuentes Room: 503	**English** Teacher: Charnice Centrina Haynes Room: 732	**Reading/ELD** Teacher: Charnice Centrina Haynes Room: 732		**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Math** Teacher: Fabio Andres Ortiz Room: 728	**Science** Teacher: Isaias Rivera Cisneros Room: 602
7th A Enrollment: 22	**Math** Teacher: Fabio Andres Ortiz Room: 728	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**English** Teacher: Aleli Elizabeth Ramirez Room: 727	**Social Science** Teacher: Aleli Elizabeth Ramirez Room: 727		**Science** Teacher: Isaias Rivera Cisneros Room: 602	**PE** Teacher: Alba Liliana Cifuentes Room: 503	**Reading/ELD** Teacher: Aleli Elizabeth Ramirez Room: 727
7th B Enrollment: 22	**English** Teacher: Aleli Elizabeth Ramirez Room: 727	**Social Science** Teacher: Aleli Elizabeth Ramirez Room: 727	**Science** Teacher: Isaias Rivera Cisneros Room: 602	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726		**Math** Teacher: Fabio Andres Ortiz Room: 728	**Reading/ELD** Teacher: Aleli Elizabeth Ramirez Room: 727	**PE** Teacher: Alba Liliana Cifuentes Room: 503
8th A Enrollment: 26	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Science** Teacher: Isaias Rivera Cisneros Room: 602	**Math** Teacher: Fabio Andres Ortiz Room: 728	**PE** Teacher: Alba Liliana Cifuentes Room: 503		**Reading/ELD** Teacher: Brian David Ornelas Room: 729	**Social Science** Teacher: Brian David Ornelas Room: 729	**English** Teacher: Brian David Ornelas Room: 729
8th B Enrollment: 27	**English** Teacher: Brian David Ornelas Room: 729	**Social Science** Teacher: Brian David Ornelas Room: 729	**Reading/ELD** Teacher: Brian David Ornelas Room: 729	**Science** Teacher: Isaias Rivera Cisneros Room: 602		**PE** Teacher: Alba Liliana Cifuentes Room: 503	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Math** Teacher: Fabio Andres Ortiz Room: 728

Wednesday Master Schedule

Grade & Enrollment #	Period 1 8:30-9:10 am	Period 2 9:12-9:50 am	Period 3 9:52-10:30 am	Period 4 10:32-11:10 am	Period 5 11:12-11:50 am	Lunch 11:50-12:20 Break: 12:20-12:40	Period 6 12:40-1:18 pm	Period 7 1:20-2:00 pm
6th A Enrollment: 21	**Science** Teacher: Isaias Rivera Cisneros Room: 602	**PE** Teacher: Alba Liliana Cifuentes Room: 503	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Math** Teacher: Fabio Andres Ortiz Room: 728	**Social Science** Teacher: Charnice Centrina Haynes Room: 732		**English** Teacher: Charnice Centrina Haynes Room: 732	**Reading/ELD** Teacher: Charnice Centrina Haynes Room: 732
6th B Enrollment: 17	**Social Science** Teacher: Charnice Centrina Haynes Room: 732	**PE** Teacher: Alba Liliana Cifuentes Room: 503	**English** Teacher: Charnice Centrina Haynes Room: 732	**Reading/ELD** Teacher: Charnice Centrina Haynes Room: 732	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726		**Math** Teacher: Fabio Andres Ortiz Room: 728	**Science** Teacher: Isaias Rivera Cisneros Room: 602
7th A Enrollment: 22	**Math** Teacher: Fabio Andres Ortiz Room: 728	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**English** Teacher: Aleli Elizabeth Ramirez Room: 727	**Social Science** Teacher: Aleli Elizabeth Ramirez Room: 727	**Science** Teacher: Isaias Rivera Cisneros Room: 602		**PE** Teacher: Alba Liliana Cifuentes Room: 503	**Reading/ELD** Teacher: Aleli Elizabeth Ramirez Room: 727
7th B Enrollment: 22	**English** Teacher: Aleli Elizabeth Ramirez Room: 727	**Social Science** Teacher: Aleli Elizabeth Ramirez Room: 727	**Science** Teacher: Isaias Rivera Cisneros Room: 602	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Math** Teacher: Fabio Andres Ortiz Room: 728		**Reading/ELD** Teacher: Aleli Elizabeth Ramirez Room: 727	**PE** Teacher: Alba Liliana Cifuentes Room: 503
8th A Enrollment: 26	**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Science** Teacher: Isaias Rivera Cisneros Room: 602	**Math** Teacher: Fabio Andres Ortiz Room: 728	**PE** Teacher: Alba Liliana Cifuentes Room: 503	**Reading/ELD** Teacher: Brian David Ornelas Room: 729		**Social Science** Teacher: Brian David Ornelas Room: 729	**English** Teacher: Brian David Ornelas Room: 729
8th B Enrollment: 27	**English** Teacher: Brian David Ornelas Room: 729	**Social Science** Teacher: Brian David Ornelas Room: 729	**Reading/ELD** Teacher: Brian David Ornelas Room: 729	**Science** Teacher: Isaias Rivera Cisneros Room: 602	**PE** Teacher: Alba Liliana Cifuentes Room: 503		**Spanish** Teacher: Judith Maria Palacios ceballos Room: 726	**Math** Teacher: Fabio Andres Ortiz Room: 728

TK-5th Teacher Assignment					
Teacher	**Grade**	**Enrollment**	**Room #**	**Start Time**	**End Time**
Yasna Morales	TK	19	701	8:30 AM	1:00 PM
Arelis Jaimes Montanez	Kindergartner	29	700	8:30 AM	2:00 PM
Judith Cortes Herrera	1st Grade	23	704	8:30 AM	2:50 PM
Silvia Roxana Cortes Valencia	2nd Grade	31	706	8:30 AM	2:50 PM
Martha Lidia Lopez Sandoval	3rd Grade A	14	705	8:30 AM	2:50 PM
Elsi Marbey Romero Padilla	3rd Grade B	17	702	8:30 AM	2:50 PM
Cindy Lizbeth Arroyo Chavez	4th Grade	34	731	8:30 AM	3:00 PM
Maribel Macias De La Cruz	5th Grade	30	730	8:30 AM	3:00 PM

Exhibit 6

Preparing every student to thrive in a global society.

November 14, 2025

Via Email Communication and Certified Mail

Patricia Reguerin
Executive Director
149 North White Road
San José, CA 95127
patricia@escuelapopular.org

Escuela Popular Del Pueblo Board of Directors:

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Ellen Middaugh	ellen.middaugh@sjsu.edu

Re: Notice of Deficiency - Attendance Tracking and 6th Period Enrollment
Escuela Popular Center for Training and Careers, Family Learning

Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:

As the authorizing entity for Escuela Popular Center for Training and Careers, Family Learning ("EPCTC" or "Charter School"), the East Side Union High School District ("District") is required to provide oversight of EPCTC regarding its compliance with its approved Charter and laws applicable to its operation.

Per Education Code section 47604.3, EPCTC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

In April 2025, to assist with our oversight obligations as charter authorizer, the District retained consultant Ryland Strategic Business Consulting ("RSBC") to assist the District with evaluating EPCTC's operations, including attendance reporting, instructional minutes requirements, teacher credentialing. RSBC conducted a review of EPCTC's program with a focus on instructional time compliance and attendance reporting, to assess whether EPCTC's reported instructional minutes align with the requirements of the Education Code and the accuracy and completeness of reported Average Daily Attendance for apportionment purposes. The scope of RSBC's analysis included a review of course schedules, student attendance records, enrollment patterns, and teacher credential alignment. By email correspondence dated July 11, 2025, the District provided Ms. Ruguerin with a copy of the RSBC Instructional Time Analysis and Attendance Compliance Report ("RSBC Report").

The RSBC Report identified concerns and included recommended next steps regarding EPCTC's instructional time compliance and attendance accounting/tracking, and teacher credential alignment. The purpose of the RSBC report was to surface potential risks and liabilities for Escuela Popular, not to provide a prescriptive list of corrections. The intended goal was to encourage Escuela Popular leadership including its Board of Directors ("EPDP Board") to review their practices concerning legal compliance with attendance tracking and reporting.

Although the District initially requested a response by July 14, 2025, by correspondence dated July 11, 2025, Ms. Ruguerin requested a two-week extension and assured that if any of the concerns raised in the RSBC Report were found to be accurate, Escuela Popular would be prepared to take immediate steps to remediate them. By correspondence dated July 16, 2025, Ms. Ruguerin informed Bjorn Berg, District Director of Assessment & Accountability Charter School Oversight, that she anticipated providing a full response within one week (by July 23). EPCTC's legal counsel responded on July 30, 2025, indicating that the student-to-student analysis necessary to respond to the attendance issues in the RSBC was in progress and would be ready by August 8, 2025.

A written response to the RSBC Report was sent to the District's legal counsel from Escuela Popular's legal counsel on August 8, 2025 ("EPCTC Response"). However, since neither Ms. Ruguerin nor the Escuela Popular Del Pueblo Board of Directors ("EPDP Board") were copied with the EPCTC Response, the District sent a Notice of Concern dated August 29, 2025, to the EPDP Board for their attention and requested that Escuela Popular take several actions regarding the representations made in the EPCTC Response about the corrective actions that were being taken or will be taken in response to the RSBC Report findings and recommendations. *(8.29.25 Notice of Concern, Attachment "A".)*

With correspondence dated September 15, 2025, EPCTC responded to the District's August 29 Notice of Concern, and included assurances regarding Hourly Attendance Tracking and Students Required to be enrolled in all six periods ("9.15.25 Response"). *(Attachment "B".)*

After receipt of the 9.15.25 Response, the District sent correspondence dated September 17, 2025, to Ms. Reguerin and the EPDP Board regarding Escuela Popular's Failure to Sufficiently Respond to Notice of Concern dated 8/29/25. *(Attachment C.)* Specifically, since the District expressly requested that the EPDP Board confirm that actions regarding attendance tracking and required enrollment in all six periods had been taken/implemented for the 2025-26 school year, the assurances provided solely from Ms. Reguerin in the 9.15.25 Response, and not the EPDP Board or even on behalf of the Board, was not responsive to the District's action requests, particularly given the fact that Ms. Reguerin admitted in the 9.15.25 Response that the policies has not been taken to the EPDP Board for their approval to and confirmation that the policies has been implemented satisfactorily.[1]

Attendance Tracking

In the 9.15.25 Response, Ms. Reguerin (not the EPDP Board) provides a "written assurance" that hourly attendance tracking has been implemented for the 2025-26 school year, and outlines its "attendance tracking policy" as follows:

- Attendance must be taken digitally in PowerSchool every period, even in periods where you have the class for 2 or more periods.
- Use reminders, alarms, or calendar alerts to prompt period-by-period attendance.
- Weekly and daily attendance audits will be performed by the administration.
- Administration will follow up with staff who fail to enter attendance accurately and timely.

The only evidence submitted with the 9.15.25 Response to demonstrate that the above-listed measures have been implemented was an email to Escuela staff dated August 7, 2025, that references "Mandates and Updates August 2025" *(9.15.25 Response, Exhibit A)*. EPCTC also represents that staff was provided training regarding the attendance tracking policy and encloses "training presentation to staff" *(9.15.25 Response, Exhibit B)*. To date, no documentation evidencing that all teaching staff received training regarding this policy and/or evidence teaching staff's confirmation of receipt and understanding of the policy has been provided to the District.

EPCTC then states that "Escuela Popular has provided these documents to its Board of Directors and is awaiting written confirmation from the Board that the Board is satisfied this policy has been implemented." While it is our understanding that the EPDP Board approved Escuela Popular's period-by-period attendance tracking policy at its September 18, 2025, meeting (after the policy allegedly had already been implemented), to date no written confirmation by the EPDP Board confirming it is satisfied that the policy has been implemented has been provided to the District.

The above identified deficiencies need to be addressed by EPCTC. Additionally, if in fact the hourly attendance tracking policy was approved by the EPDP Board, EPCTC needs to provide evidence that this policy has been effectively implemented.

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[1] While Escuela Popular in the 9.15.25 Response also addressed the District's concerns regarding EPCTC's non-compliance with teacher credentialing requirements, the District addressed the deficiencies with EPCTC's teacher credentialing compliance plan with its correspondence dated October 2, 2025, and Notice of Violation dated October 13, 2025.

Please provide the District with:

- Findings from EPCTC administration's weekly and daily attendance audits performed since the policy has been implemented; and

- Evidence of corrective actions taken when it has been determined that staff failed to enter attendance accurately and timely.

It is also unclear from the policy, or staff training materials provided, which EPCTC staff members will be permitted to take and enter attendance. Please explain and provide evidence of how staff is notified about who is permitted to take and enter attendance.

Student Enrollment in All Six Periods.

In the 9.15.25 Response, Ms. Reguerin (not the EPDP Board) provides a "written assurance" that Escuela Popular has implemented a requirement for the 2025-26 school year that students must enroll in all six periods of study and references its "enrollment policy" providing that, "All students will be enrolled in 6 periods." To evidence its implementation of this "policy" EPCTC submitted one undated post using ParentSquare that included a reminder that all high school students are required to be enrolled in six class periods, and that attendance will be taken every period. *(See 9.15.25 Response, Exhibit C).*

EPCTC then states that "Escuela Popular has provided these documents to its Board of Directors and is awaiting written confirmation from the Board that the Board is satisfied this policy has been implemented." While it is our understanding that the EPDP Board approved the requirement that all EPCTC students enroll in all six periods of study at its September 18, 2025, meeting, to date no written confirmation by the EPDP Board confirming it is satisfied that the policy has been implemented has been provided to the District.

The "Policy" regarding this requirement provided to the District,[2] included: "4) Escuela Popular administration and/or staff shall provide a reminder of this policy to all students at least once every school year or it shall be included in the student handbook provided to all students." Since EPCTC students are enrolled continuously throughout the school year, the District believes that notifying students only once at the beginning of every school year does not adequately address the concern of ensuring that all students are aware of the requirement to be enrolled and attend all six periods. EPCTC Leadership needs to address this deficiency.

Furthermore, our review of EPCTC's PowerSchool Student Information System on October 14, 2025, indicates that students are being placed in multiple sections of study skills/or academic support, and/or study hall to complete their instructional minutes, but have not officially attended the course. The District is concerned that EP continues the practice of allowing/requiring students to only attend ELD classes that are scheduled during the middle of the instructional day. For more detailed information, see Attachment D.

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[2] EPDP Board approved minutes from the 9/18/25 meeting evidencing that this "policy" and the policy regarding Attendance Tracking were approved by the Board are not yet publicly available.

Escuela Popular/Center for Training and Careers, Family Learning Student Schedules Discrepancies 11.3.2025

Students	Findings
Student A	Student is not enrolled in 80% of the school day.
Student B	Student has a complete schedule; however, they are only attending three periods. Student has never attended non-ELD classes.
Student C	Student has a complete schedule; however, they are only attending three periods. Student has never attended non-ELD classes.
Student D	Student has a complete schedule; however, they are only attending three periods. Student has never attended non-ELD classes.
Student E	Student has a complete schedule; however, they are only attending three periods. Student has never attended non-ELD classes.
Student F	Student has a complete schedule; however, they are only attending three periods. Student has never attended non-ELD classes.
Student G	Student has a complete schedule; however, they are only attending three periods. Student has never attended non-ELD classes.

Student Attendance Discrepancies.

In addition, the District has also identified ten (10) students with attendance discrepancies that have resulted in an overidentification of students being marked present in the Average Daily Attendance (ADA) monthly student attendance report for August that was submitted to the district by EP Leadership. Below are the identified findings. For more detailed information, see Attachment E.

Escuela Popular/Center for Training and Careers, Family Learning Student Attendance Discrepancies Findings 10.14.2025

Students	Findings
Student A	Student was absent on Friday, August 29, 2025, but is showing as present in the ADA monthly report for August.
Student B	Student was absent on Tuesday, August 19, 2025, but is showing as present in the ADA monthly report for August.
Student C	Student was absent on Thursday, August 28, 2025, but is showing as present in the ADA monthly report for August.
Student D	Student's attendance is not accurate; an extra day was claimed as ADA in the report.
Student E	Student was not scheduled on 8/5/25, but earned a day of ADA.
Student F	Student was scheduled to attend one class, and there were 5 days marked Present, but they were absent at the beginning of their class.
Student G	Student was marked absent for the month of August, but is showing he was present for 1 day in the monthly report.
Student H	Student did not have an attendance marking for period 3 on August 29, 2025, resulting in the student being marked present on the monthly ADA report.
Student I	Student did not have an attendance marking for periods 4 & 5 on Monday, August 18, 2025, and period 5 on Tuesday, August 19, 2025.

Student J	Student did not have an attendance marking for period 4 on Monday, August 18, 2025, and period 5 on Tuesday, August 19, 2025.
Student K & L	There are two students that the District was unable to locate in the PowerSchool Student Information System that whom ADA was claimed.

The District continues to have concerns about EPCTC's ability to ensure that all students are enrolled in at least 80% of the instructional time and to accurately report daily student attendance. Failure to submit accurate attendance reports can result in the continued overidentification of students as being marked present for ADA calculations, and a potential loss of funding and/or instructional minutes.

Pursuant to EC Section 47612.5, classroom-based ADA can only be claimed by a charter school when:

- Students are present and engaged in educational activities required of them, and under the immediate supervision and control of a certificated employee of the charter school for some part of the charter school day,
- At least 80% of instructional time is offered at the school site, and
- For any pupil for whom classroom-based ADA is claimed, the charter school requires the pupil to attend the school site for at least 80% of the minimum instructional time required to be offered in a fiscal year.

Actions Needed

The District requests a response to the above-identified deficiencies by **no later than 5:00 PM on December 2, 2025**. Your responses should be directed to the District for my attention. Failure to respond to these deficiencies may result in the District engaging in the intervention process outlined in EPCTC's Operational MOU, Attachment 6: School Intervention Protocol, and/or taking other appropriate actions consistent with our obligations and functions as a charter authorizer.

1. Submit a narrative explaining the student findings and how EP will work to address the concerns cited in the Escuela Popular/Center for Training and Careers, Family Learning Student Schedules Discrepancies 11.3.2025.
2. Submit evidence to the District that all findings cited in the Escuela Popular/Center for Training and Careers, Family Learning Student Attendance Discrepancies Findings 10.14.2025 have been changed within PowerSchool from a "blank" mark that is resulting in a "Present" marking. In addition, resubmit the monthly student attendance report for August with the identified corrections to the District.
3. Submit a narrative explaining the reasoning for why attendance discrepancies continue to happen after the adoption of the new attendance policies by the EP Board of Directors and EP Leadership, and the steps EP Leadership will take to address/stop them from occurring.

The District requests a response to the above identified deficiencies by **no later than 5:00 PM on December 1, 2025**. Your responses should be directed to the District for my attention. Failure to respond to these deficiencies may result in the District engaging in the intervention process outlined in EPCTC's Operational MOU Exhibit 6: School Intervention Protocol, and/or taking other appropriate actions consistent with our obligations and function as charter authorizer.

Please contact the undersigned if you need any clarification regarding the items listed above in this Notice of Deficiency. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Bjorn Berg
Director of Assessment and Accountability, Charter School Oversight

Enclosures:
Attachment A: 8.29.25 Notice of Concern
Attachment B: 9.15.25 Response
Attachment C: 9.17.25 Notice of Failure to Sufficiently Respond to 8.29.25 Notice of Concern
Attachment D: EPCTC Student Attendance Discrepancies

CC: Glenn Vander Zee - Superintendent, East Side Union High School District
Teresa Marquez - Associate Superintendent, East Side Union High School District
Phillip Gedeon - Coordinator of Charter School Oversight, East Side Union High School District

Attachment A

Preparing every student to thrive in a global society.

August 29, 2025

Via Email Communication & Certified Mail

Patricia Reguerin
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Escuela Popular Del Pueblo Board of Directors:

Dr. Pablo Reguerin - Chair	preguerin@escuelapopular.org
Bernard Gifford, Ph.D	bgifford@escuelapopular.org
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Robert Escobar	rescobar@escuelapopular.org
Ellen Middaugh	ellen.middaugh@sjsu.edu

Re: Notice of Concern and Request for Information
Escuela Popular Center for Training and Careers, Family Learning
Response to Instructional Time and Attendance Compliance Report

Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:

As the authorizing entity for Escuela Popular Center for Training and Careers, Family Learning ("EPCTC" or "Charter School"), the East Side Union High School District ("District") is required to provide oversight of EPCTC regarding its compliance with its approved Charter and laws applicable to its operation.

Per Education Code section 47604.3, EPCTC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

In April 2025, to assist with our oversight obligations as charter authorizer, the District retained consultant Ryland Strategic Business Consulting ("RSBC") to assist the District with evaluating EPCTC's operations, including attendance reporting, instructional minutes requirements, teacher credentialing. RSBC conducted a review of EPCTC's program with a focus on instructional time compliance and attendance reporting. The goal of the review was to assess whether EPCTC's reported instructional minutes align with the requirements of the Education Code and the accuracy and completeness of reported Average Daily Attendance for apportionment purposes. The scope of RSBC's analysis included a review of course schedules, student attendance records, enrollment patterns, and teacher credential alignment. By email correspondence dated July 11, 2025, the District provided Ms. Ruguerin with a copy of the RSBC Instructional Time Analysis and Attendance Compliance Report ("RSBC Report"). (*Enclosed as Attachment A.*)

The RSBC Report identified concerns and included recommended next steps regarding EPCTC's instructional time compliance and attendance accounting/tracking, and teacher credential alignment.

Although the District initially requested a response by July 14, 2025, by correspondence dated July 11, 2025, Ms. Ruguerin requested a two-week extension and assured that if any of the concerns raised in the RSBC Report are found to be accurate, Escuela Popular is prepared to take immediate steps to remediate them. By correspondence dated July 16, 2025, informed Bjorn Berg, District Director of Assessment & Accountability Charter School Oversight, that she anticipates providing a full response within one week (by July 23). EPCTC's legal counsel responded on July 30, 2025, indicating that the student-to-student analysis necessary to respond to the attendance issues in the RSBC Report is in progress and would be ready by August 8, 2025. EPCTC's counsel mischaracterizes the work performed by RSBC as an "audit." The work conducted by RSBC and resulting Report served to assist the District with identifying risks and potential for loss of funding that could result because of EPCTC's operational practices to assist the District with its oversight function, but it was not, and should not be characterized or perceived as, a comprehensive audit of the charter school.

A written response to the RSBC Report was sent to the District's legal counsel from Escuela Popular's legal counsel on August 8, 2025 ("EPCTC Response"). (*Enclosed as Attachment B.*) Since neither Ms. Ruguerin nor the Escuela Popular Del Pueblo Board of Directors were copied with the EPCTC Response, we are directing this Notice to you for your attention and requesting that Escuela Popular take the actions listed below regarding the representations made in the EPCTC Response about the corrective actions that are being taken or will be taken in response to the RSBC Report findings and recommendations.

EPCTC Response Representations:	Actions Needed:
EPCTC implemented hourly attendance tracking so that more comprehensive attendance data can be gathered. (Response, p. 4.) EPCTC plans to take attendance each hour so that it can demonstrate that it is, in fact, requiring students to attend 80 percent or more of the instructional time offered by EPCTC. (Response, p. 10.)	• Provide the District with a written assurance/confirmation from the Escuela Popular Board of Directors confirming that this action has been taken effective for the start of this 2025-26 school year. • Clarify what method of hourly attendance tracking has been implemented. • Provide documentation/correspondence evidencing that EPCTC administration and teaching staff have been informed about this attendance tracking requirement and any training provided.
EPCTC Response Representations:	**Actions Needed:**
EPCTC implemented a requirement for the 2025-26 school year to ensure that students are enrolled in all six periods of study. (Response, p. 4.) EPCTC will enroll all students in all offered classes. (Response, p. 10.)	• Provide the District with a written assurance/confirmation from the Escuela Popular Board of Directors confirming that these actions have been taken/implemented effective for the start of this 2025-26 school year. • Clarify what "requirement" has been implemented to ensure that all EPCTC students are enrolled in all six periods of study. • Provide documentation/correspondence evidencing that EPCTC informed all students of this requirement.

[Continued on next page.]

EPCTC Response Representations:	Actions Needed:
EPCTC will continue to closely monitor teaching assignments to ensure all teachers are appropriately credentialed. (Response, p. 10.) "Escuela Popular has assured our office that it has worked closely with teachers over the past two school years to ensure all teachers are appropriately credentialed for the 2025-2026 school year." (Response, p. 9.) EPCTC will implement the recommended next steps to ensure continued credentialing compliance in the RSBC Report "many of which are already part of Escuela Popular's current practice." (Response, p. 10.) <u>Recommendations from RSBC Report (p. 11) include:</u> 1. Conduct a credential audit for all current teaching staff to identify unauthorized assignments. 2. Assign a credentialed administrator or consultant to oversee proper course-to-credential alignment. 3. Develop a system of internal review prior to each academic term to ensure staff assignments are credential compliant. 4. Provide training for school leadership on credentialing requirements and assignment monitoring under CCTC guidelines. 5. Submit assignment authorizations or emergency permits for any positions that are not currently covered by appropriate credentials. Establish a formal policy and documentation trail to ensure compliance with California Education Code and CCTC guidance.	• Provide the District with a written assurance/confirmation from the Escuela Popular Board of Directors confirming that this action has been taken effective for the start of this 2025-26 school year. • Provide documentation evidencing that EPCTC has implemented the recommendation and next steps identified in the RSBC Report (p. 11). <u>Please note</u>: This is particularly critical and immediate actions need to be taken by EPCTC to address deficiencies in this area given that EPCTC is currently out of compliance with the teacher credentialling requirements of Education Code section 47605(l). The RSBC Report raises the concern that failure to align assignments with valid credentials may impact instructional quality, student outcomes, and legal compliance. This is a concern which the District shares and has repeatedly expressed to Escuela Popular leadership through multiple written and verbal communications. • Clarify/explain how adding Career Technical Education courses to EPCTC's current high school program offerings this 2025-26 school year does not constitute a material revision of the educational program described in EPCTC's current Charter.

Please respond to above-identified Actions Needed by no later than **5:00 PM on September 15, 2025**. Your responses should be directed to the District for my attention.

Sincerely,

Bjorn Berg
Director of Assessment and Accountability, Charter School Oversight

Enclosures:
Attachment A: RSBC Report dated July 11, 2025
Attachment B: EPCTC Response from Young Minney Corr, dated August 8, 2025

CC: William F. Schuetz, Jr., Esq. - Dannis Woliver Kelley
Glenn Vander Zee - Superintendent, East Side Union High School District
Teresa Marquez - Associate Superintendent, East Side Union High School District
Phillip Gedeon – Coordinator of Charter School Oversight

Attachment B

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EscuelaPopular

September 15, 2025

VIA: ELECTRONIC MAIL ONLY
bergbj@esuhsd.org

Bjorn Berg
Director of Assessment and Accountability
Charter School Oversight
East Side Union High School District
bergbj@esuhsd.org

Re: Escuela Popular Charter School Response to District's Letter of Concern Following Response to Ryland Audit

Dear Mr. Berg:

This letter serves to respond to the District's letter dated August 29, 2025 regarding outstanding concerns following Escuela Popular's response to the Ryland audit report. Escuela Popular seeks to provide clarification on the specific steps it has taken to ensure compliance with the District's requirements, as well as clarification on the thought process behind the original approach. Regardless of the reasoning behind the approach described in our prior correspondence, Escuela Popular has now made changes in attempt to alleviate the District's concerns and will continue to make changes as directed by the District. Escuela Popular hopes to collaborate with the District and achieve compliance with the District's requirements, which will also ensure compliance with even the most conservative interpretation of education laws.

Hourly Attendance Tracking:

Please consider this written assurance from Escuela Popular that hourly attendance tracking has been implemented for the 2025-26 school year.

The hourly attendance tracking policy is as follows:

- Attendance must be taken digitally in PowerSchool every period, even in periods where you have the class for 2 or more periods.
- Use reminders, alarms, or calendar alerts to prompt period-by-period attendance.
- Weekly and daily attendance audits will be performed by the administration.
- Administration will follow up with staff who fail to enter attendance accurately and timely.

Please see documentation evidencing that EPCTC staff have been informed of this policy, including e-mail to staff (Exhibit A) and a training presentation to staff (Exhibit B). Escuela

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Popular has provided these documents to its Board of Directors and is awaiting written confirmation from the Board that the Board is satisfied this policy has been implemented.

Students Required to Be Enrolled in All Six Periods:

Please consider this written assurance from Escuela Popular that a requirement has been implemented for the 2025-26 school year that students must enroll in all six periods of study.

The relevant enrollment policy is as follows:

- All students will be enrolled in 6 periods.

Please see documentation evidencing that all EPCTC students have been informed of this requirement (Exhibit C). Escuela Popular has provided these documents to its Board of Directors and is awaiting written confirmation from the Board that the Board is satisfied this policy has been implemented.

Explanation of Decision to Add Career Technical Education Courses:

Both EPCTC and EPAFLC have charter petitions that repeatedly reference career preparation as a key feature of the course offerings at both schools. EPAFLC's charter petition specifically states that it can, and does, offer Career Technical Education (CTE) courses (see pages 55, 57, 94, and 127 of the current EPAFLC charter petition). EPCTC's charter petition has "College & Career Readiness Standards" listed as part of the English Language Development curriculum (see page 29 of EPCTC's 2018-2023 charter petition). This has made the addition of a combination ELD – CTE course seem like a natural extension of EPCTC's vision, as articulated in the charter petition, rather than a drastic change requiring a material revision.

Additionally, the addition of a CTE course offering is not the type of change that would typically require a material revision of a school's charter. Typically, a chartering authority would enumerate the specific actions that require a material revision in an MOU. If the District wanted the addition of a CTE course, or other specific type of course, to require a material revision, it could have specified this in an MOU. Instead, the types of actions requiring a material revision, as stated in the MOU Addendum Number 2, are vague and subject to multiple interpretations. MOU Addendum Number 2 between ESUHSD and EPCTC states as follows:

Changes to the Charter and/or MOU that constitute material Amendments include, but are not limited to, the following:

■ Changes in legal status; ownership; governance; or management, including the

structure of the Board of Directors and its membership.
- Changes to the Charter School's mission statement.
- Enrollment in excess of 120% or less than 20% of the total number of students authorized in the Charter.
- Changes in grade levels served.
- Changes in location of the Facilities, other than a District and/or Prop 39, including but not limited to the addition of facilities for the instruction of Charter School students, beyond the approved location may constitute a material amendment if the Charter School moves beyond the approved locations. without the prior approval of the District's governing board.
- Changes to the approved school calendar affecting the number of days of instruction such that there is a substantial change to the educational program being offered.
- Changes in admissions or enrollment preferences or procedures.
- Changes in special education and discipline status or procedures.
- Substantial changes to the educational program in terms of either content or methodology.
- Changes to instructional status that would result in 20% or more of the program being designated as non-classroom-based from classroom -based or vice versa.

None of these, on their face, apply to the introduction of a CTE course to the schedule. "Substantial changes to the educational program in terms of either content or methodology" is too vague to put a school on notice about what specific changes qualify as "substantial." Ordinarily, the addition of one new class, specifically a CTE class at a school already themed around career readiness, would not logically be considered a "substantial" change. That being said, it is clear to Escuela Popular that the District considers this to be a "substantial change," and Escuela Popular will seek a material revision before implementing a CTE program.

The law is also not clear regarding the exact nature of what kind of "CTE pathways" must be implemented in order to offer CTE courses at a school. The actual text of Education Code § 80034.2 (c) states:

> Authorization. The authorization of the three-year preliminary and clear career technical education teaching credentials shall be as follows:
>
> (1) A preliminary career technical education teaching credential authorizes the holder to teach in the industry sector(s) named on the credential as specified in Section 80035.5 in grades 12 and below, and in classes organized primarily for adults, in career technical, trade or vocational courses which shall be part of a program of career technical, trade or vocational education.
>
> (2) A clear career technical education teaching credential authorizes the holder to teach in the industry sector(s) named on the credential as specified in Section

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> 80035.5 in grades 12 and below, and in classes organized primarily for adults, including services to English learners in specially designed content instruction delivered in English, in career technical, trade or vocational courses which shall be part of a program of career technical, trade or vocational education.

There appears to be no further clarification, in the law or in the legally adopted regulations, about what a "program" of career technical, trade or vocational education would be. EPCTC, a career-focused charter school, serving exclusively adults, for the purpose of career development, could logically be considered such a "program." The California Department of Education's interpretation of this, involving "CTE Pathways" and "a program of study that involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge to provide students with a pathway to postsecondary education and careers" does not appear to be codified in the relevant laws and regulations. The CDE may not legally expand on or interpret the requirements set forth in the Education Code without first going through the process of adopting a regulation in compliance with the Administrative Procedure Act.

Because of this, Escuela Popular reasonably thought that its approach was authorized under the plain language of the law. Additionally, because the courses, as organized, were majority career content with English learning as a secondary focus, Escuela Popular reasonably believed they could be taught by teachers with CTE credentials. At EPCTC, these courses are exclusively organized for adults. Education Code § 80034.2 (c) states, in relevant part, "A preliminary career technical education teaching credential authorizes the holder to teach in the industry sector(s) named on the credential as specified in Section 80035.5 in grades 12 and below, and in classes organized primarily for adults, in career technical, trade or vocational courses …"

Regardless, Escuela Popular accepts that the District does not want it to implement CTE courses without a material revision of its charters and wants Escuela Popular to incorporate CTE pathways which include a multi-year, career-focused series of courses in the charter petitions. Escuela Popular is committed to going through the material revision process for this purpose. Escuela Popular has also began restructuring its ELD – Career courses to be exclusively ELD courses, a change which will be effective no later than **October 5, 2025**.

Specific Plan to Ensure Credentialing Compliance:

Escuela Popular has implemented a specific plan to ensure credentialing compliance by re-staffing its courses where the District has identified the instructor as misassigned. The following are the steps of this plan for EPCTC and EPAFLC, respectively:

Credentialing Compliance Plan for EPCTC:

Step 1: Post job positions for immediate hiring for positions where the District has identified current employees as misassigned. Escuela Popular understands these to be the following positions/employees:

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1. ELD 1A / Edith Gutierrez Aguilar
2. ELD 1B / Rosalba Flores Gomez
3. ELD 1B / Liliana Mancilla Gallardo
4. ELD 2A / Yesenia R. Lopez Mata
5. ELD 2B / Alejandra Almanza Villagomez
6. ELD 3A / Hortencia Torres Hermosillo
7. ELD 3B / Veronica Quezada
8. ELD 1A / Cristina Cisneros Sandoval
9. ELD 1A / Angelica Paulina Duarte-Rico
10. ELD 1A / Claudia I. Gonzalez Moreno
11. ELD 1A / Astrid Nicte-Ha Hernandez Gonzalez
12. ELD 1B / Ignacio Morales
13. ELD 1B / Araceli Sandoval Aguayo
14. ELD 2A / Ana Edith Munoz
15. ELD 2B / Martha Leticia Rosales
16. ELD 3A / Johana Murillo Villeda
17. ELD 3B / Jose Egberto Bedolla Villa

Status: Completed (see Exhibits D & E).

Step 2: Actively recruit to fill these positions with educators who possess the appropriate teaching credentials and EL authorizations, by doing the following:

- Reaching out to known contacts who may be interested in these roles
- Reaching out to existing staff to take on additional assignments
- Recruiting District teachers who are interested in more hours and willing to take on an extra assignment, if any are available and authorized to do so
- Recruiting retired teachers who are qualified for the positions and interested in work hours
- Filling the positions with 30-Day Substitute Teachers, only as needed while recruiting efforts are ongoing

Status: In progress- Escuela Popular has already begun recruiting for these positions (see Exhibit F) and will provide the District with an update on the status of this recruiting effort **no later than October 15, 2025**. Escuela Popular will keep these postings live until all of these positions are filled with appropriately credentialed employees.

Step 3: Re-assign employees to non-credentialed roles who have been identified as misassigned, to the extent such roles are available.

Status: To be completed as soon as possible and **no later than October 5, 2025**.

Credentialing Compliance Plan for EPAFLC:

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Step 1: Post job positions for immediate hiring for positions where the District has identified current employees as misassigned. Escuela Popular understands these to be the following positions/employees:

1. 1st Grade/ Judith Cortes Herrera -See Credential Tracking
2. 2nd Grade/ Silvia Roxana Cortes Valencia--See Credential Tracking
3. 8th Grade/ Charnice Haynes-See Credential Tracking
4. 5th Grade/ Maribel Marcias De La Cruz-See Credential Tracking
5. TK/ Yasna Morales-See Credential Tracking
6. HS ELD 3/ Magdalena Nieto Torres-See Credential Tracking
7. HS English 1/ Magdalena Nieto Torres-See Credential Tracking
8. 3rd Grade/ Elsi Marbey Romero Padilla-See Credential Tracking
9. HS Basic Comp Skills/ Sandra Rodriguez
10. HS P.E./ Wilson Richard Abrego-See Credential Tracking
11. HS ELD/ Ericka Murillo Villeda -See Credential Tracking
12. HS Academic Lab/ Ericka Murillo Villeda-See Credential Tracking
13. MS Science/ Isaias Rivera Cisneros-See Credential Tracking
14. P.E. Zumba/ Hortencia Torres Hermosillo-See Credential Tracking

Status: Completed (see Exhibits D, E & G).

Step 2: Actively recruit to fill these positions with educators who possess the appropriate teaching credentials and EL authorizations, by doing the following:

- Reaching out to known contacts who may be interested in these roles
- Recruiting District teachers who are interested in more hours and willing to take on an extra assignment, if any are available and authorized to do so
- Recruiting retired teachers who are qualified for the positions and interested in work hours
- Filling the positions with 30-Day Substitute Teachers, only as needed while recruiting efforts are ongoing

Status: In progress- Escuela Popular has already begun recruiting for these positions and will provide the District with an update on the status of this recruiting effort **no later than October 15, 2025**.

Step 3: Re-assign employees to non-credentialed roles who have been identified as misassigned, and who do not currently have a Temporary County Certificate or other legal authorization to continue teaching the courses while the recruitment efforts are ongoing.
Status: To be completed as soon as possible and **no later than October 5, 2025**.

The following is the status of our implementation of the recommendations from the Ryland audit report:

1. Conduct a credential audit for all current teaching staff to identify unauthorized assignments. (**Complete—see Credential Tracker enclosed as Exhibit G and Credential Documents enclosed as Exhibit H**)

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2. Assign a credentialed administrator or consultant to oversee proper course-to-credential alignment. (**Complete—Olivia Cortes is assigned to this role**)
3. Develop a system of internal review prior to each academic term to ensure staff assignments are credential compliant. (**Complete—biweekly credential meetings have been implemented for this purpose**)
4. Provide training for school leadership on credentialing requirements and assignment monitoring under CCTC guidelines. (**Complete—our staff stay up to date on these requirements by attending Commission on Teacher Credentialing office hours, reviewing Commission on Teacher Credentialing materials, and consulting with SCCOE**)
5. Submit assignment authorizations or emergency permits for any positions that are not currently covered by appropriate credentials. (**Complete—this policy has been implemented**)
6. Establish a formal policy and documentation trail to ensure compliance with California Education Code and CCTC guidance. (**The policies discussed above serve this purpose—we are willing to establish them as a formal written board policy as soon as practicable**)

Escuela Popular acknowledges that its disagreements with the District on interpretations of the law and the school's charters have been a source of strife. We understand that these disputes have not been productive and have gotten in the way of working together to maintain a legally compliant school. Despite previous disagreements, Escuela Popular wants to facilitate a cooperative approach with the District and collaborate on these issues to the benefit of all involved. This will require making any and all changes that the District deems necessary to achieve compliance. Escuela Popular is prepared to do what it takes to address these concerns and put policies in place to ensure that compliance with legal requirements is not a concern going forward.

Sincerely,

Patricia Reguerin
Executive Director
Escuela Popular Charter School

Cc: William Schuetz, esq. (wschuetz@dwkesq.com)

4932-4333-6297, v. 3

Attachment C

Preparing every student to thrive in a global society.

September 17, 2025

Via Email Communication & Certified Mail

Patricia Reguerin
Executive Director
149 North White Road
San José, CA 95127
patricia@escuelapopular.org

Escuela Popular Del Pueblo Board of Directors:

Dr. Pablo Reguerin - Chair	preguerin@escuelapopular.org
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Ellen Middaugh	ellen.middaugh@sjsu.edu

Re: Escuela Popular Failure to Sufficiently Respond to Notice of Concern dated 8/29/25

Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:

As the authorizing entity for Escuela Popular Center for Training and Careers, Family Learning ("EPCTC" or "Charter School"), the East Side Union High School District ("District") is required to provide oversight of EPCTC regarding its compliance with its approved Charter and laws applicable to its operation.

Per Education Code section 47604.3, EPCTC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and

cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

A noted in our Notice of Concern dated August 29, 2025, the District in April 2025 retained consultant Ryland Strategic Business Consulting ("RSBC") to assist the District with evaluating EPCTC's operations, including attendance reporting, instructional minutes requirements, teacher credentialing. RSBC conducted a review of EPCTC's program with a focus on instructional time compliance and attendance reporting and their Report ("RSBC Report") identified concerns and included recommended next steps regarding EPCTC's instructional time compliance and attendance accounting/tracking, and teacher credential alignment. The RSBC Report served to identify risks and potential for loss of funding that could result because of EPCTC's operational practices.

The District initially requested a response to the RSBC Report by July 14, 2025. Bjorn Berg, District Director of Assessment & Accountability Charter School Oversight was later informed by Ms. Reguerin that a full response would be provided July 23, 2025. A written response to the RSBC Report was later sent to the District's legal counsel from Escuela Popular's legal counsel on August 8, 2025 ("EPCTC Response").

Since neither Ms. Ruguerin nor the Escuela Popular Del Pueblo Board of Directors were copied with the EPCTC Response, the District directed its Notice of Concern/Request for Information dated August 29, 2025 ("NOC"), to Ms. Reguerin and the Escuela Popular Board and requested that Escuela Popular take the actions listed in the NOC regarding the representations made in the EPCTC Response about the corrective actions that are being taken or will be taken in response to the RSBC Report findings and recommendations.

In the NOC we included several requests including, but not limited to, the following action requests:

EPCTC Representations in Response to RSBC Report:	**Actions Needed:**
Hourly Attendance Tracking: EPCTC implemented hourly attendance tracking so that more comprehensive attendance data can be gathered. EPCTC plans to take attendance each hour so that it can demonstrate that it is, in fact, requiring students to attend 80 percent or more of the instructional time offered by EPCTC.	• Provide the District with a written assurance/confirmation **from the Escuela Popular Board of Directors** confirming that this action has been taken effective for the start of this 2025-26 school year.
Students Required to Be Enrolled in All Six Periods: EPCTC implemented a requirement for the 2025-26 school year to ensure that students are enrolled in all six periods of study. EPCTC will enroll all students in all offered classes.	• Provide the District with a written assurance/confirmation **from the Escuela Popular Board of Directors** confirming that these actions have been taken/implemented effective for

	the start of this 2025-26 school year.
<u>Credentialing Compliance:</u> EPCTC will continue to closely monitor teaching assignments to ensure all teachers are appropriately credentialed. "Escuela Popular has assured our office that it has worked closely with teachers over the past two school years to ensure all teachers are appropriately credentialed for the 2025-2026 school year." EPCTC will implement the recommended next steps to ensure continued credentialing compliance in the RSBC Report "many of which are already part of Escuela Popular's current practice." <u>Recommendations from RSBC Report (p. 11) include:</u> 1. Conduct a credential audit for all current teaching staff to identify unauthorized assignments. 2. Assign a credentialed administrator or consultant to oversee proper course-to-credential alignment. 3. Develop a system of internal review prior to each academic term to ensure staff assignments are credential compliant. 4. Provide training for school leadership on credentialing requirements and assignment monitoring under CCTC guidelines. 5. Submit assignment authorizations or emergency permits for any positions that are not currently covered by appropriate credentials. Establish a formal policy and documentation trail to ensure compliance with California Education Code and CCTC guidance.	• Provide the District with a written assurance/confirmation **<u>from the Escuela Popular Board of Directors</u>** confirming that this action has been taken effective for the start of this 2025-26 school year.

In response to the above-identified action requests regarding Attendance Tracking and Student Enrolment in all Six Periods, Ms. Reguerin stated:

> *Please consider this written assurance from Escuela Popular that hourly attendance tracking has been implemented for the 2025-26 school year.*
>
> . . .
>
> *<u>Escuela Popular has provided these documents to its Board of Directors and is</u>*

awaiting written confirmation from the Board that the Board is satisfied this policy has been implemented.

Since the District expressly requested that the Escuela Popular Board of Directors confirm that the above-referenced actions have been taken/implemented for the 2025-26 school year, the assurance provided solely from Ms. Reguerin, and not the Board or even on behalf of the Board, is not responsive to the District's action requests, particularly given the fact that Ms. Reguerin admits in the Response that the policies have not been taken to the Escuela Popular Board for their approval and confirmation that the policies has been implemented satisfactorily.

While we are aware that the recently posted updated agenda for a Escuela Popular Board special meeting for September 18, 2025, includes the following action items, such consideration and approval is occurring after the September 15, 2025, Response to the NOC and after the policies referenced in the Response have reportedly been or are being implemented by Escuela Popular at its schools:

4.2 Board review and adoption of Escuela Popular's policy to ensure compliance with credentialing laws.

4.3 Board review and approval of Escuela Popular's period-by-period attendance tracking policy.

4.4 Board review and approval of Escuela Popular's requirement that all EPCTC students enroll in all six periods of study.

Furthermore, this 9/18/24 agenda is the first time the District has seen any meeting agenda we reflecting any Board consideration or approval of these policy measures, further demonstrating the Escuela Popular Board's lack of involvement with the approval and implementation of the above-referenced items related to attendance tracking and student enrollment.

As you should be aware, the Escuela Board, as the responsible governing body of EPCTC and EPAFLC, is fiduciarily responsible for the governance and operation of these charter schools, but the Board's lack of involvement even when potential "high stakes" repercussions related to EPCTC and EPAFLC operations and their continued viability are involved, reflects that the Board does not understand or willing to fulfil their responsibility raising substantial governance concerns.

Credentialling Compliance.

In response to this action request, Mr. Ruguerin states:

Escuela Popular has implemented a specific plan to ensure credentialing compliance by re-staffing its courses where the District has identified the instructor as misassigned.

However, no written assurance or confirmation from the Escuela Popular Board has been provided to confirm that this action has been taken, and there is no confirmation or evidence that the Board has approved the Credentialing Compliance Plan identified in the response. As recognized above, the Plan appears to be agenized for Board action at the special meeting on 9/18/2025, demonstrating the Board's failure to consider and approve the Plan before it is reportedly being implemented.

We will respond to Escuela Popular's 9/15/24 responses to the Notices of Probation Status regarding both EPCTC and EPAFL under separate cover. However, we must note here that the Credential Compliance Plan the Escuela Popular Board has agendized for approval at its 9/18/15, does not remedy the violations identified by the District and fails to demonstrate substantial progress toward compliance. In fact, the Plan provides evidence of Escuela Popular's continuing failure to ensure that all teachers hold a valid California teaching credential with the appropriate EL Authorization for their teaching assignment.

While the District respects the mission and services Escuela Popular provides to our community and wants it to be successful, that cannot come at the expense of the students its serves who are impacted every day by not having appropriately credentialed teachers in the classroom.

Sincerely,

Bjorn Berg
Director of Assessment and Accountability
Charter School Oversight

Enclosures:
Notice of Concern dated August 29, 2025 (without enclosures)
Escuela Popular Response dated September 15, 2025

CC: Glenn Vander Zee - Superintendent, East Side Union High School District
Teresa Marquez - Associate Superintendent, East Side Union High School District
Bjorn Berg - Director of Assessment and Accountability, Charter School Oversight
Phillip Gedeon – Coordinator of Charter School Oversight
William F. Schuetz, Jr., Esq. - Dannis Woliver Kelley

Attachment D

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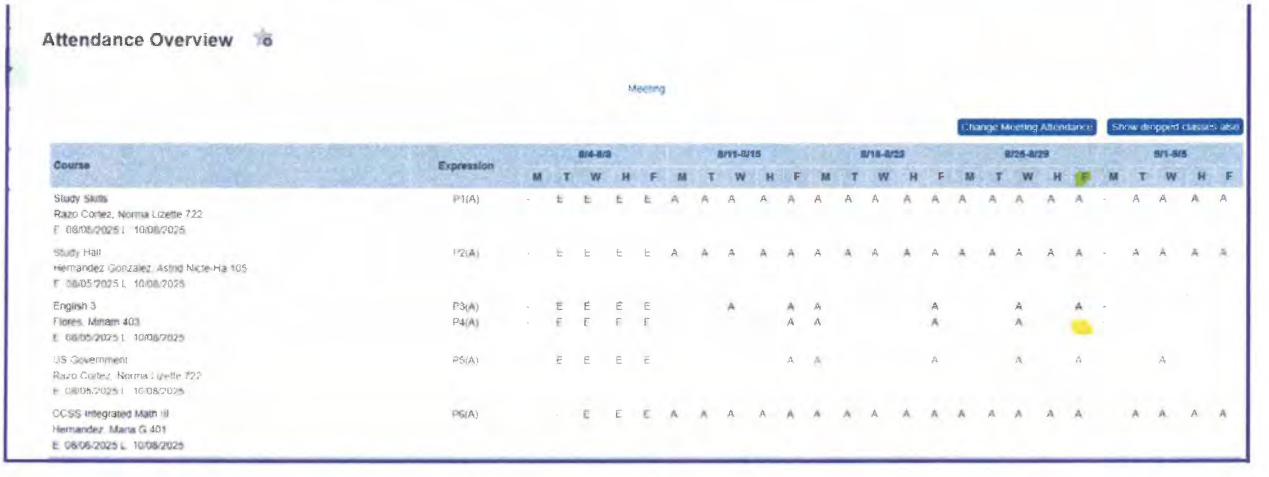
Escuela Popular/Center for Training and Careers, Family Learning

Student Attendance Discrepancies Findings 10.14.2025

Student A

Student was absent on Friday, August 29, 2025, but is showing as present in the ADA monthly report for August.



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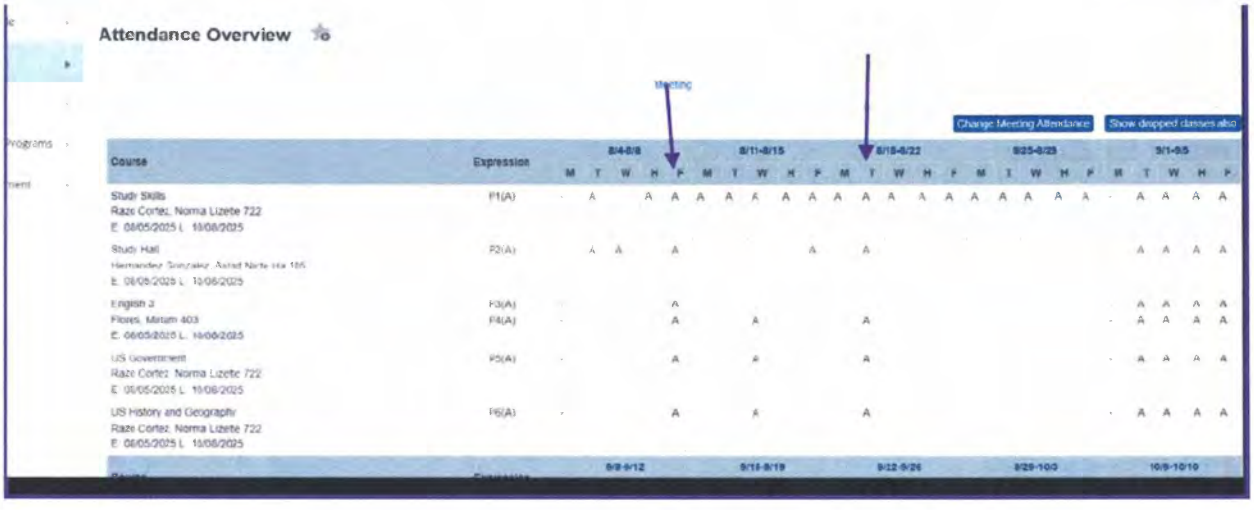
Student B

Student was absent on Tuesday, August 19, 2025, but is showing as present in ADA monthly report for August.



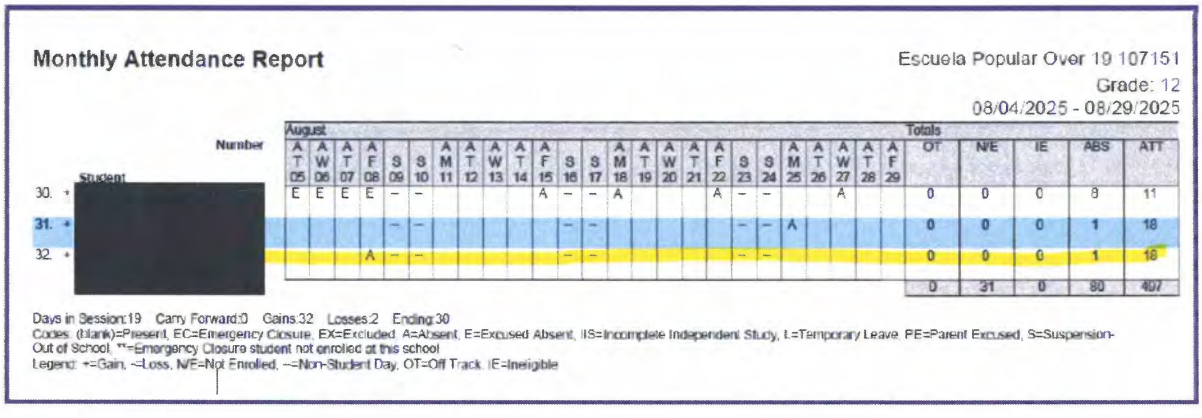
Attendance Overview

Meeting

Change Meeting Attendance | Show dropped classes also

Course	Expression	8/4-8/8 M	T	W	H	F	8/11-8/15 M	T	W	H	F	8/18-8/22 M	T	W	H	F	8/25-8/29 M	T	W	H	F	9/1-9/5 M	T	W	H	F
Study Skills Raze Cortez, Norma Lizette 722 E 08/05/2025 L 10/08/2025	P1(A)		A		A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	A
Study Hall Hernandez Sanchez, Astrid Nicte Ha 185 E 08/05/2025 L 10/08/2025	P2(A)		A	A		A					A		A										A	A	A	A
English 2 Flores, Miriam 403 E 08/05/2025 L 10/08/2025	P3(A) P4(A)					A A			A					A									A A	A A	A A	A A
US Government Raze Cortez, Norma Lizette 722 E 08/05/2025 L 10/08/2025	P5(A)					A			A					A									A	A	A	A
US History and Geography Raze Cortez, Norma Lizette 722 E 08/05/2025 L 10/08/2025	P6(A)					A			A					A									A	A	A	A

	8/4-8/8	8/11-8/15	8/18-8/22	8/25-8/29	9/1-9/5
	8/8-8/12	8/15-8/19	8/22-8/26	8/29-10/3	10/8-10/10



Monthly Attendance Report

Escuela Popular Over 19 107151
Grade: 12
08/04/2025 - 08/29/2025

Number	Student	August AT 05	AW 06	AT 07	AF 08	S 09	S 10	AM 11	AT 12	AW 13	AT 14	AF 15	S 16	S 17	AM 18	AT 19	AW 20	AT 21	AF 22	S 23	S 24	AM 25	AT 26	AW 27	AT 28	AF 29	Totals OT	N/E	IE	ABS	ATT
30.	[redacted]	E	E	E	E	–	–					A	–	–	A				A	–	–			A			0	0	0	8	11
31.						–	–						–	–						–	–	A					0	0	0	1	18
32.					A	–	–						–	–						–	–						0	0	0	1	18
																											0	31	0	80	407

Days in Session:19 Carry Forward:0 Gains:32 Losses:2 Ending:30
Codes: (Blank)=Present, EC=Emergency Closure, EX=Excluded, A=Absent, E=Excused Absent, IS=Incomplete Independent Study, L=Temporary Leave, PE=Parent Excused, S=Suspension-Out of School, **=Emergency Closure student not enrolled at this school
Legend: +=Gain, -=Loss, N/E=Not Enrolled, --=Non-Student Day, OT=Off Track, IE=Ineligible

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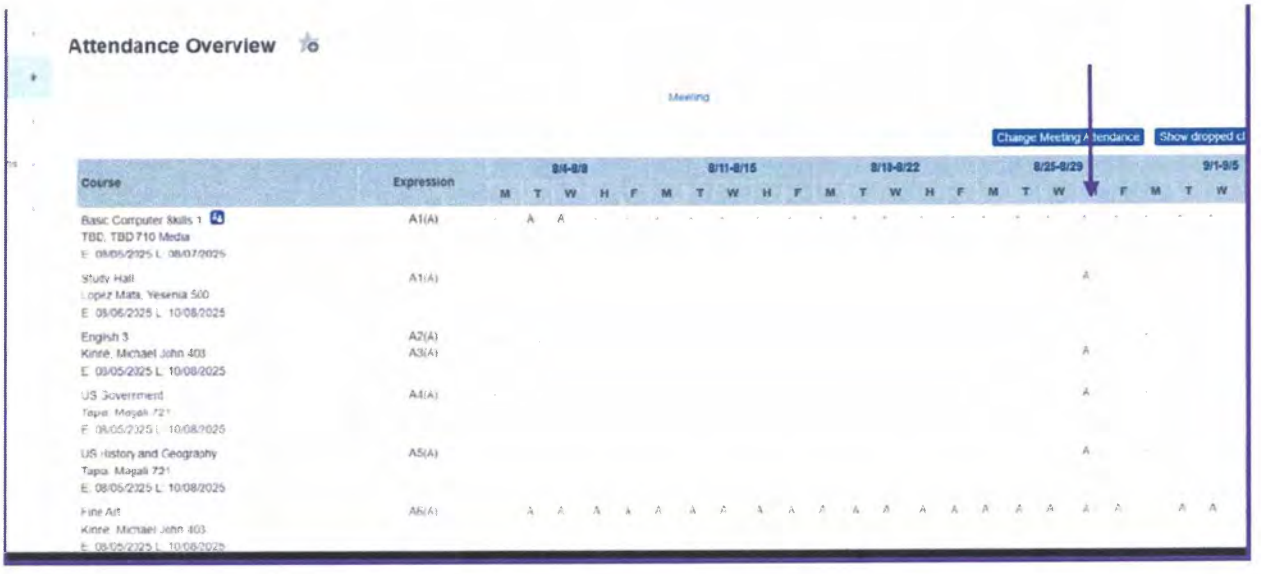
Student C

Student was absent on Thursday, August 28, 2025, but is showing as present in the ADA monthly report for August.

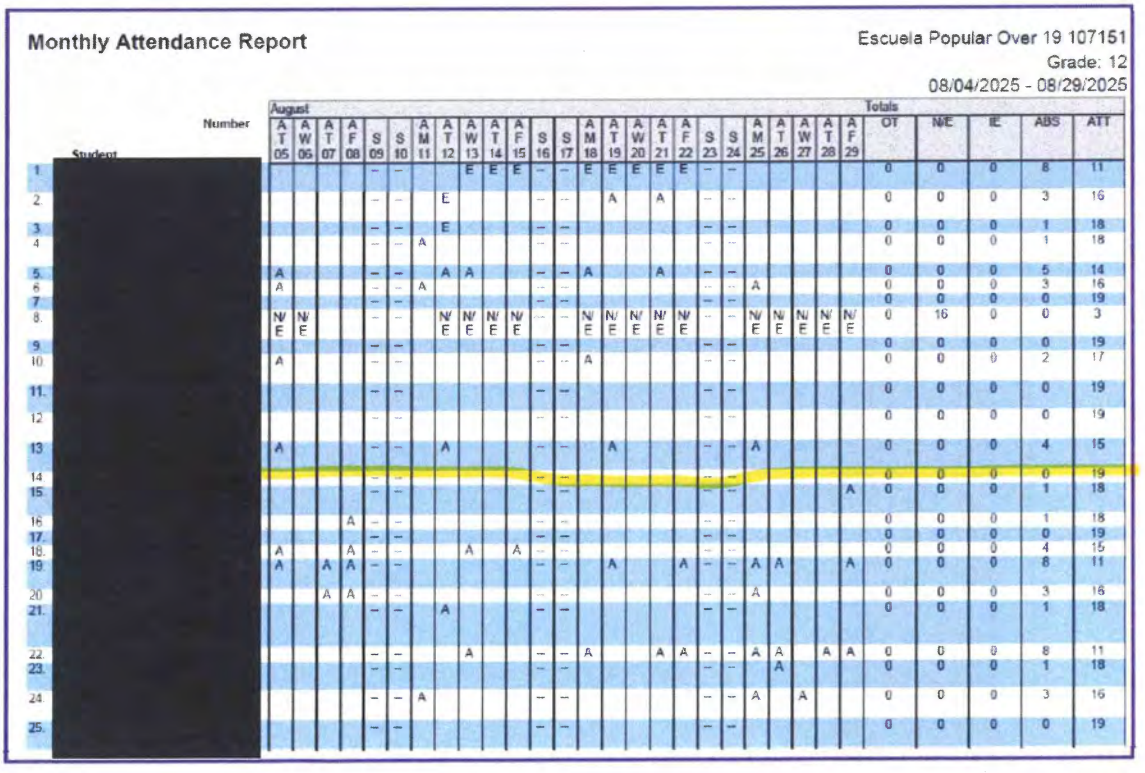


Attendance Overview

Meeting

Change Meeting Attendance | Show dropped cl

Course	Expression	8/4-8/8 M	T	W	H	F	8/11-8/15 M	T	W	H	F	8/18-8/22 M	T	W	H	F	8/25-8/29 M	T	W	H	F	9/1-9/5 M	T	W
Basic Computer Skills 1 TBD, TBD 710 Media E 08/05/2025 L 08/07/2025	A1(A)		A	A																				
Study Hall Lopez Mata, Yesenia 500 E 08/06/2025 L 10/08/2025	A1(A)																			A				
English 3 Kinne, Michael John 403 E 08/05/2025 L 10/08/2025	A2(A) A3(A)																			A				
US Government Tapia, Magali 721 E 08/05/2025 L 10/08/2025	A4(A)																			A				
US History and Geography Tapia, Magali 721 E 08/05/2025 L 10/08/2025	A5(A)																			A				
Fine Art Kinne, Michael John 403 E 08/05/2025 L 10/08/2025	A6(A)		A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A



Monthly Attendance Report

Escuela Popular Over 19 107151
Grade: 12
08/04/2025 - 08/29/2025

Number	Student	August AT 05	AW 06	AT 07	AF 08	S 09	S 10	AM 11	AT 12	AW 13	AT 14	AF 15	S 16	S 17	AM 18	AT 19	AW 20	AT 21	AF 22	S 23	S 24	AM 25	AT 26	AW 27	AT 28	AF 29	Totals OT	NE	IE	ABS	ATT
1	[redacted]					–	–			E	E	E	–	–	E	E	E	E	E	–	–						0	0	0	8	11
2						–	–		E				–	–		A		A		–	–						0	0	0	3	16
3						–	–		E				–	–						–	–						0	0	0	1	18
4						–	–	A					–	–						–	–						0	0	0	1	18
5		A				–	–		A	A			–	–	A			A		–	–						0	0	0	5	14
6		A				–	–	A					–	–						–	–	A					0	0	0	3	16
7						–	–						–	–						–	–						0	0	0	0	19
8		N/E	N/E			–	–		N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	0	16	0	0	3
9						–	–						–	–						–	–						0	0	0	0	19
10		A				–	–						–	–	A					–	–						0	0	0	2	17
11						–	–						–	–						–	–						0	0	0	0	19
12						–	–						–	–						–	–						0	0	0	0	19
13		A				–	–		A				–	–		A				–	–	A					0	0	0	4	15
14						–	–						–	–						–	–						0	0	0	0	19
15						–	–						–	–						–	–				A		0	0	0	1	18
16					A	–	–						–	–						–	–						0	0	0	1	18
17						–	–						–	–						–	–						0	0	0	0	19
18		A			A	–	–			A		A	–	–						–	–						0	0	0	4	15
19		A		A	A	–	–						–	–		A			A	–	–	A	A			A	0	0	0	8	11
20				A	A	–	–						–	–						–	–	A					0	0	0	3	16
21						–	–		A				–	–						–	–						0	0	0	1	18
22						–	–			A			–	–	A				A	A	–	–	A	A		A	A	0	0	0	8	11
23						–	–						–	–						–	–		A				0	0	0	1	18
24						–	–	A					–	–						–	–	A		A			0	0	0	3	16
25						–	–						–	–						–	–						0	0	0	0	19

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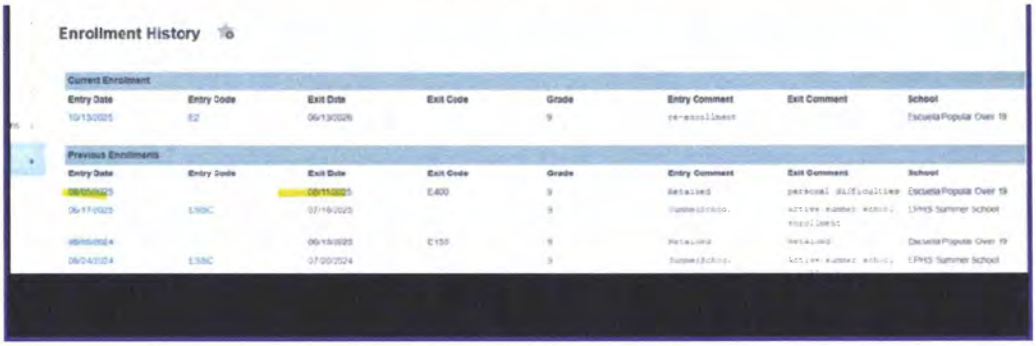
Student D

Student's attendance is not accurate; an extra day was claimed as ADA in the report.



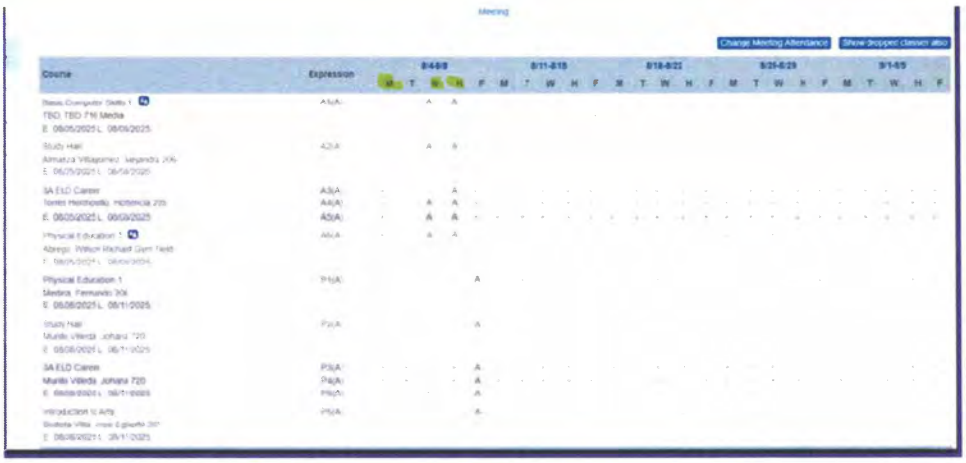
Enrollment History

Current Enrollment

Entry Date	Entry Code	Exit Date	Exit Code	Grade	Entry Comment	Exit Comment	School
10/13/2025	E2	06/13/2026		9	re-enrollment		Escuela Popular Over 19

Previous Enrollments

Entry Date	Entry Code	Exit Date	Exit Code	Grade	Entry Comment	Exit Comment	School
08/05/2025		08/11/2025	E400	9	Retained	personal difficulties	Escuela Popula Over 19
06/17/2025	LSSC	07/16/2025		9	Summerschool.	active summer school enrollment	LPHS Summer School
08/05/2024		06/13/2025	E150	9	Retained	Retained	Escuela Popula Over 19
06/24/2024	LSSC	07/20/2024		9	Summerschool.	Active summer school	LPHS Summer School



Meeting

Change Meeting Attendance | Show dropped classes also

Course	Expression	8/4-8/8	8/11-8/15	8/18-8/22	8/25-8/29	9/1-9/5
		M T W H F	M T W H F	M T W H F	M T W H F	M T W H F
Basic Computer Skills 1	ASA:	A A				
TBD TBD 716 Media						
E 08/05/2025 L 08/08/2025						
Study Hall	AZA:	A A				
Almanza Villalpando, Alejandra 206						
E 08/05/2025 L 08/08/2025						
SA ELD Career	ASA:	A				
Torres Hernandez, Hortencia 205	AAA:	A A				
E 08/05/2025 L 08/08/2025	ASA:	A A				
Physical Education 1	AKA:	A A				
Abrego, William Richard Liam 7e6t						
T 08/05/2025 L 08/08/2025						
Physical Education 1	PSA:	A				
Medina, Fernando 206						
E 08/08/2025 L 08/11/2025						
Study Hall	PZA:	A				
Murillo Villeda, Johana 720						
E 08/08/2025 L 08/11/2025						
SA ELD Career	PSA:	A				
Murillo Villeda, Johana 720	PAA:	A				
E 08/08/2025 L 08/11/2025	PSA:	A				
Introduction to Arts	PSA:	A				
Svoboda Villa, Jose Eduardo 207						
E 08/08/2025 L 08/11/2025						

Monthly Attendance Report

Escuela Popular Over 19 107151
Grade 9
08/04/2025 - 08/29/2025

Number	Student	August																									Totals				
		A T 05	A W 06	A T 07	A F 08	S 09	S 10	A M 11	A T 12	A W 13	A T 14	A F 15	S 16	S 17	A M 18	A T 19	A W 20	A T 21	A F 22	S 23	S 24	A M 25	A T 26	A W 27	A T 28	A F 29	OT	NE	IE	ABS	ATT
149	[redacted]		N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	0	15	0	0	1
150						–	–						–	–						–	–						0	0	0	0	19
151		A	A	A		–	–						–	–						–	–						0	0	0	3	16
152		E				–	–						–	–	E					–	–	E					0	0	0	3	16
153		E				–	–			E			–	–						–	–	A	A				0	0	0	4	15
154						–	–						–	–						–	–						0	0	0	0	19
155						–	–						–	–						–	–						0	0	0	0	19
156						–	–						–	–						–	–						0	0	0	0	19
157		A			A	–	–					E	–	–	E			A	A	–	–				A	A	0	0	0	6	11
158						–	–						–	–						–	–						0	0	0	0	19
159						–	–				A		–	–						–	–				A		0	0	0	2	17
160						–	–				A		–	–		A				–	–				A		0	0	0	3	16
161						–	–						–	–						–	–						0	0	0	0	19
162						–	–						–	–					A	–	–						0	0	0	1	18
163				A	A	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	0	15	0	2	2
164		A				–	–					A	–	–			E			–	–				A		0	0	0	4	15
165					A	–	–						–	–						–	–						0	0	0	1	18
166						–	–						–	–						–	–						0	0	0	0	19
167					A	–	–			A		A	–	–	A		A	A	A	–	–	A					0	0	0	5	11

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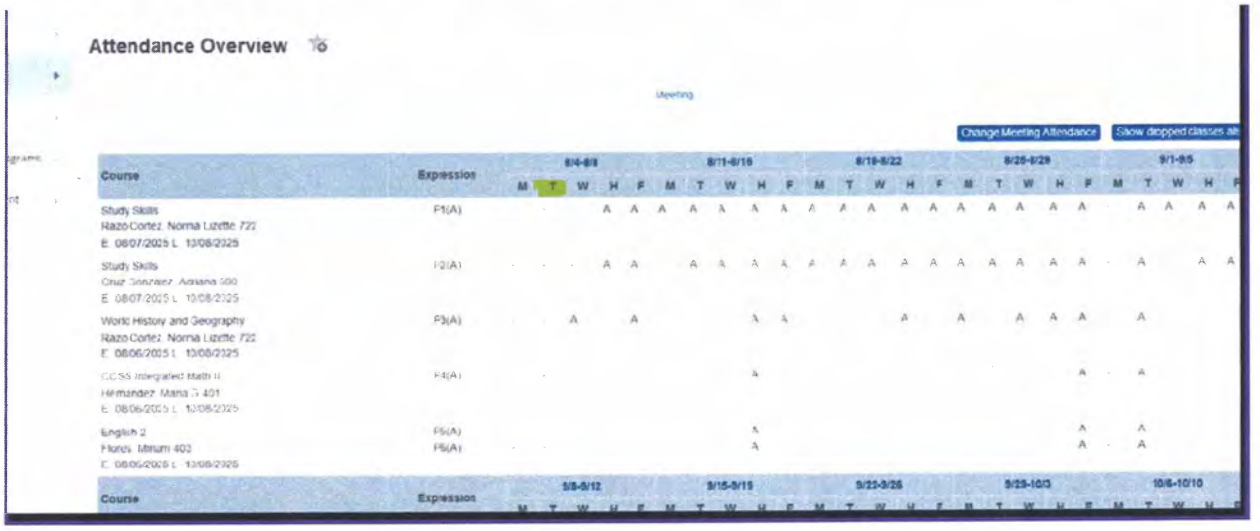
Student E

Student was not scheduled on 8/5/25, but earned a day of ADA.

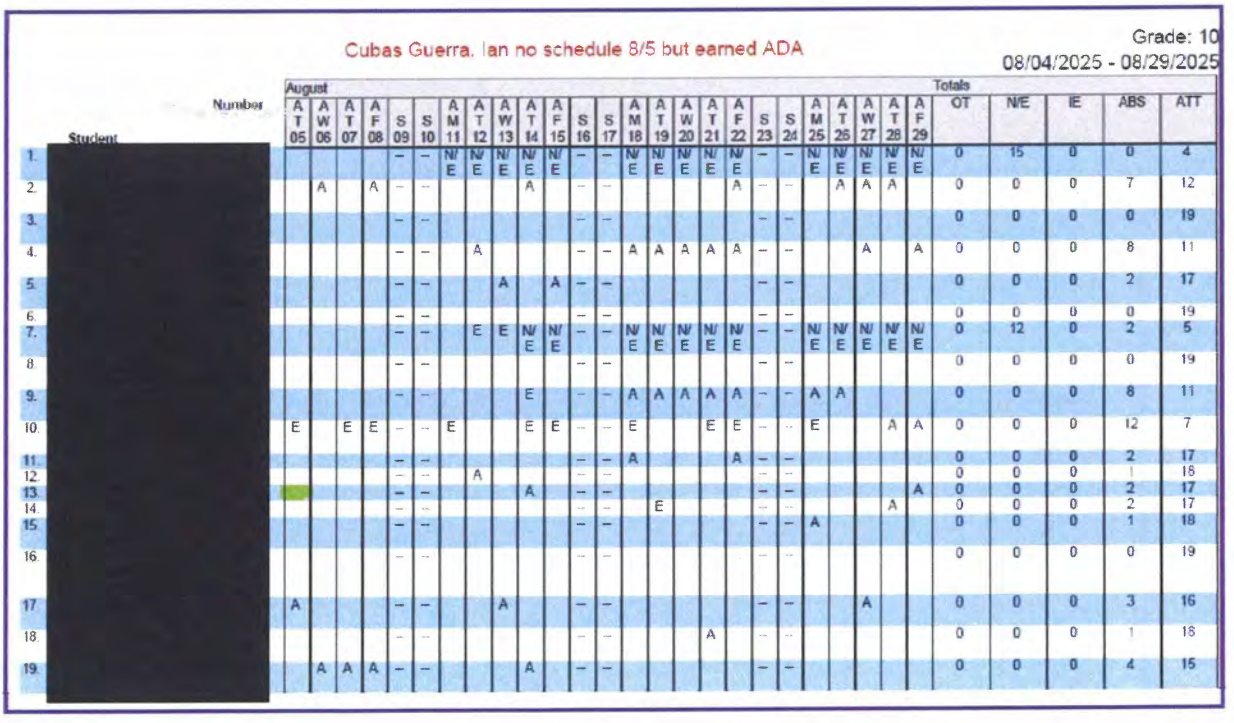


Attendance Overview

Change Meeting Attendance | Show dropped classes at

Course	Expression	8/4-8/8 M T W H F	8/11-8/15 M T W H F	8/18-8/22 M T W H F	8/25-8/29 M T W H F	9/1-9/5 M T W H F
Study Skills Razo-Cortez, Norma Lizette 722 E 08/07/2025 L 10/08/2025	P1(A)	A A A A A	A A A A A	A A A A A	A A A A A	A A A A
Study Skills Cruz Gonzalez, Adriana 000 E 08/07/2025 L 10/08/2025	P2(A)	A A	A A A A A	A A A A A	A A A A A	A A
World History and Geography Razo-Cortez, Norma Lizette 722 E 08/06/2025 L 10/08/2025	P3(A)	A A	A A	A	A A A A A	A
CCSS Integrated Math II Hernandez, Maria G 401 E 08/06/2025 L 10/08/2025	P4(A)		A		A	A
English 2 Flores, Miriam 402 E 08/06/2025 L 10/08/2025	P5(A) P6(A)		A A		A A	A A

Course	Expression	9/8-9/12 M T W H F	9/15-9/19 M T W H F	9/22-9/26 M T W H F	9/29-10/3 M T W H F	10/6-10/10 M T W H F



Cubas Guerra, Ian no schedule 8/5 but earned ADA

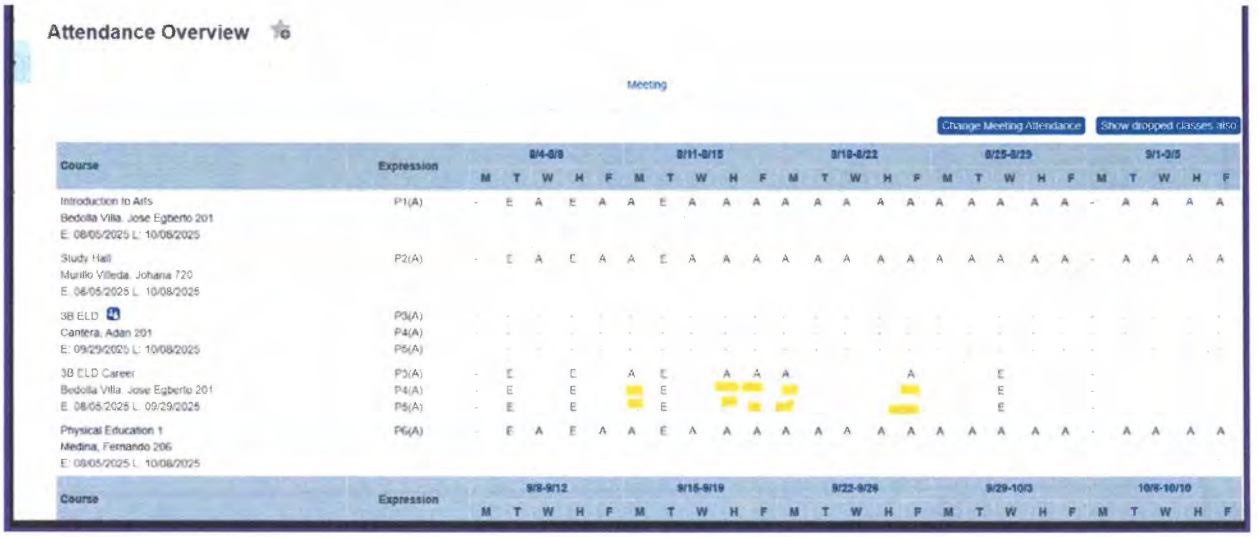
Grade: 10

08/04/2025 - 08/29/2025

Number	Student	August AT 05	AW 06	AT 07	AF 08	S 09	S 10	AM 11	AT 12	AW 13	AT 14	AF 15	S 16	S 17	AM 18	AT 19	AW 20	AT 21	AF 22	S 23	S 24	AM 25	AT 26	AW 27	AT 28	AF 29	Totals OT	N/E	IE	ABS	ATT
1.	[redacted]					–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	0	15	0	0	4
2.			A		A	–	–				A		–	–					A	–	–			A	A	A	0	0	0	7	12
3.						–	–						–	–						–	–						0	0	0	0	19
4.						–	–		A				–	–	A	A	A	A	A	–	–				A		0	0	0	8	11
5.						–	–			A		A	–	–						–	–						0	0	0	2	17
6.						–	–						–	–						–	–						0	0	0	0	19
7.						–	–		E	E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	0	12	0	2	5
8.						–	–						–	–						–	–						0	0	0	0	19
9.						–	–				E		–	–	A	A	A	A	A	–	–	A	A				0	0	0	8	11
10.		E		E	E	–	–	E			E	E	–	–	E			E	E	–	–	E			A	A	0	0	0	12	7
11.						–	–						–	–	A				A	–	–						0	0	0	2	17
12.						–	–		A				–	–						–	–						0	0	0	1	18
13.						–	–				A		–	–						–	–					A	0	0	0	2	17
14.						–	–						–	–		E				–	–				A		0	0	0	2	17
15.						–	–						–	–						–	–	A					0	0	0	1	18
16.						–	–						–	–						–	–						0	0	0	0	19
17.		A				–	–			A			–	–						–	–			A			0	0	0	3	16
18.						–	–						–	–				A		–	–						0	0	0	1	18
19.			A	A	A	–	–				A		–	–						–	–						0	0	0	4	15

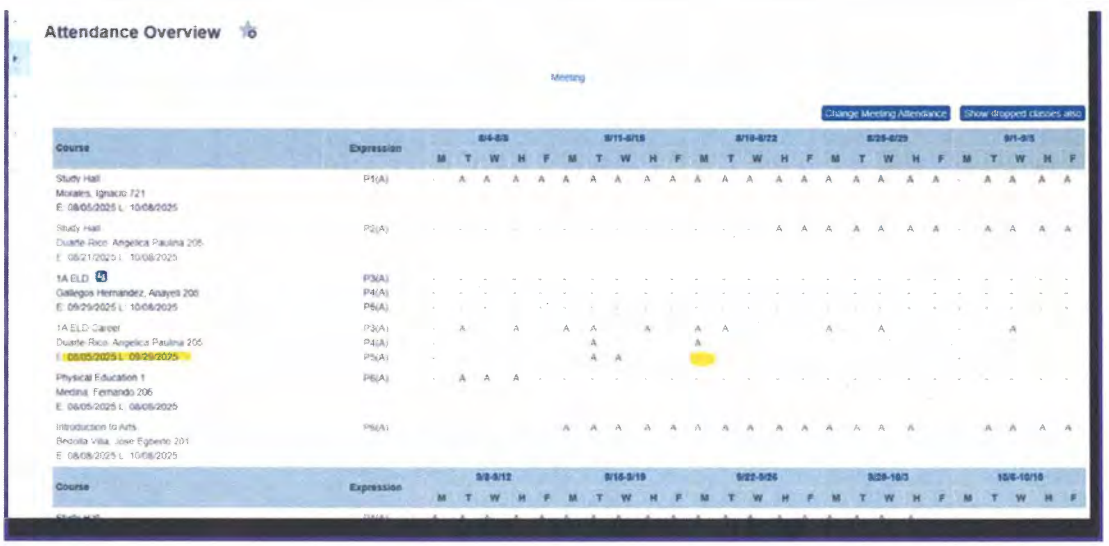
Student F

Student was scheduled to attend one class, and there were 5 days marked Present, but they were absent at the beginning of their class.



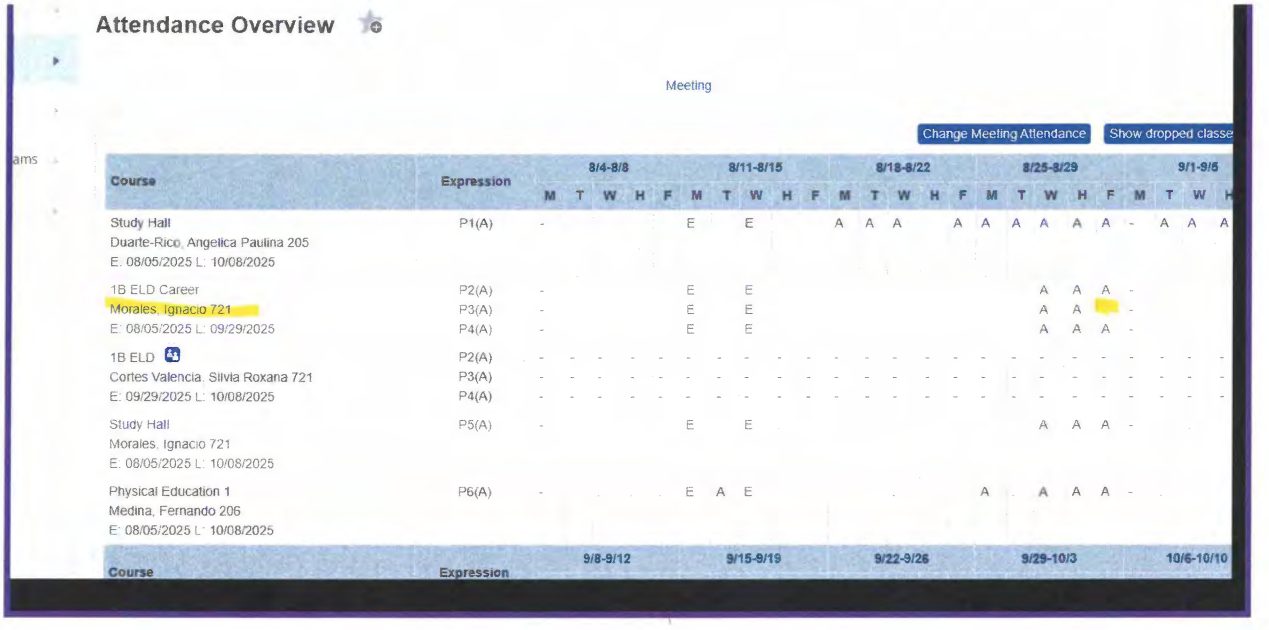
Student G

Student was marked absent for the month of August, but is showing he was present for 1 day in the monthly report.



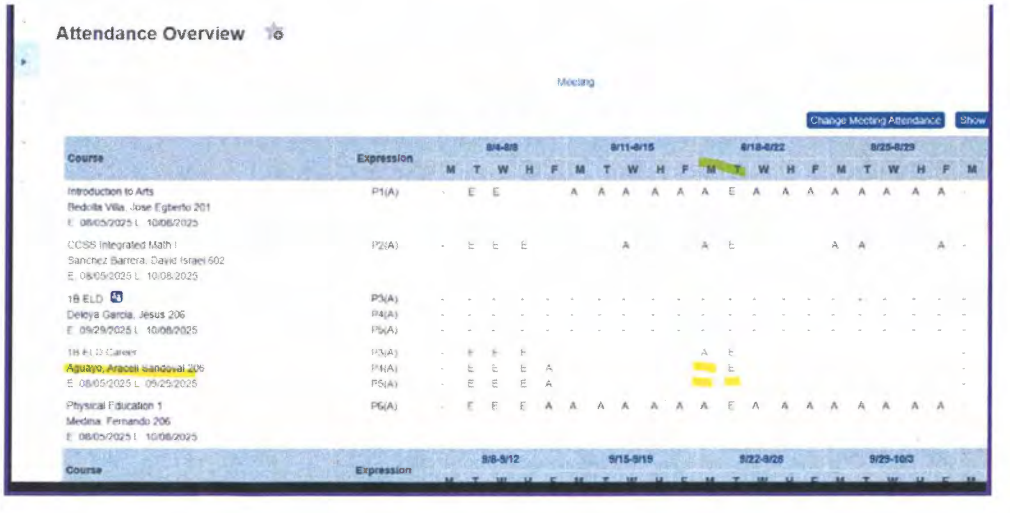
Student H

Student did not have an attendance marking for period 3 on August 29, 2025, resulting in the student being marked present on the monthly ADA report.



Student I

Student did not have an attendance marking for periods 4 & 5 on Monday, August 18, 2025, and period 5 on Tuesday, August 19, 2025.



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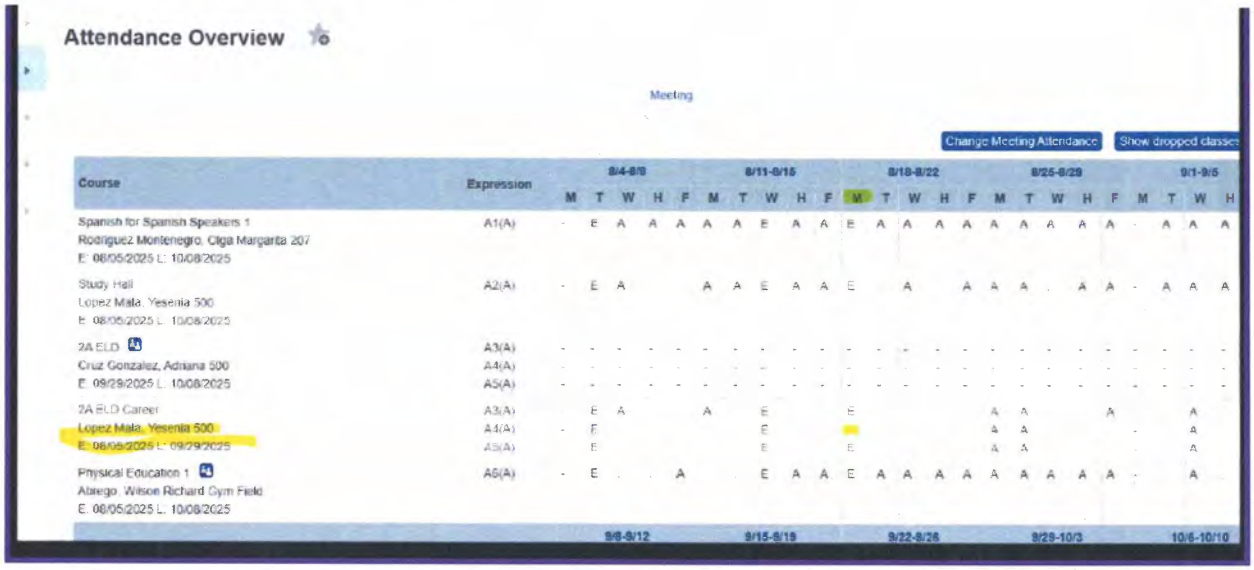
Student J

Student did not have an attendance marking for period 4 on Monday, August 18, 2025, and period 5 on Tuesday, August 19, 2025.

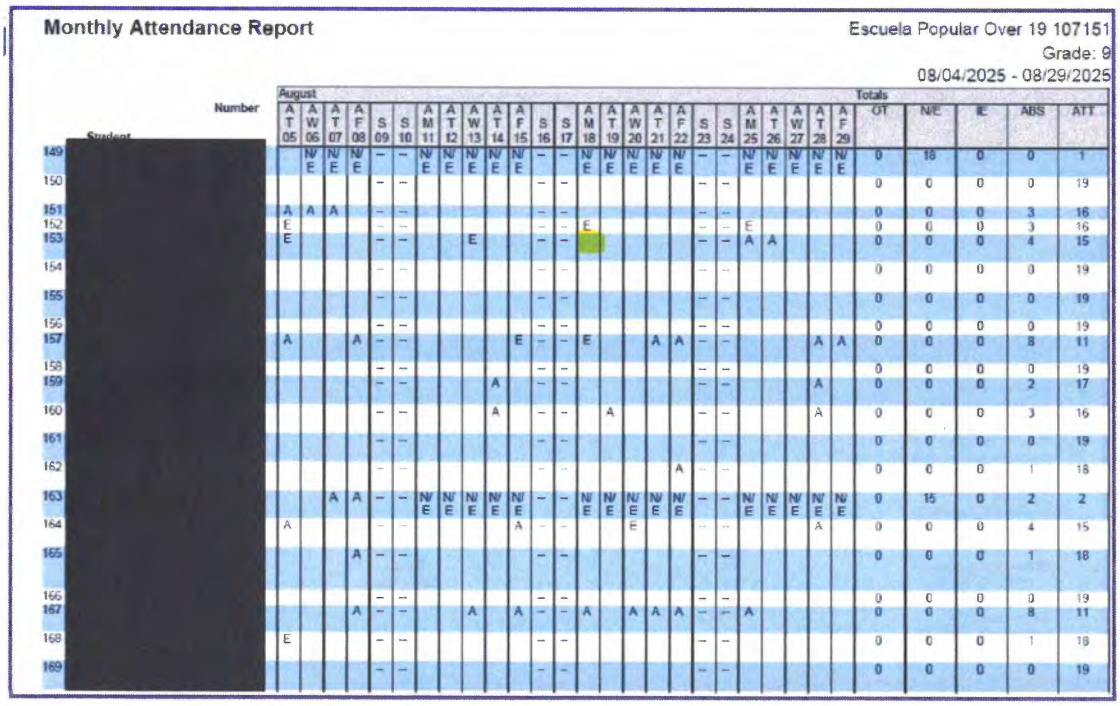


Attendance Overview

Meeting

Change Meeting Attendance | Show dropped classes

Course	Expression	8/4-8/8 M	T	W	H	F	8/11-8/15 M	T	W	H	F	8/18-8/22 M	T	W	H	F	8/25-8/29 M	T	W	H	F	9/1-9/5 M	T	W	H
Spanish for Spanish Speakers 1 Rodriguez Montenegro, Olga Margarita 207 E: 08/05/2025 L: 10/08/2025	A1(A)	-	E	A	A	A	A	A	E	A	A	E	A	A	A	A	A	A	A	A	A	-	A	A	A
Study Hall Lopez Mata, Yesenia 500 E: 08/05/2025 L: 10/08/2025	A2(A)	-	E	A			A	A	E	A	A	E		A		A	A	A	.	A	A	-	A	A	A
2A ELD Cruz Gonzalez, Adriana 500 E: 08/29/2025 L: 10/08/2025	A3(A) A4(A) A5(A)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2A ELD Career Lopez Mata, Yesenia 500 E: 08/05/2025 L: 08/29/2025	A3(A) A4(A) A5(A)	-	E E E	A			A		E E E			E					A A A	A A A			A		A		
Physical Education 1 Abrego, Wilson Richard Gym Field E: 08/05/2025 L: 10/08/2025	A6(A)	-	E	.	.	A	.	.	E	A	A	E	A	A	A	A	A	A	A	A	A	-	.	A	.
			8/8-8/12					8/15-8/19					8/22-8/26					8/29-10/3					10/6-10/10		



Monthly Attendance Report

Escuela Popular Over 19 107151
Grade: 9
08/04/2025 - 08/29/2025

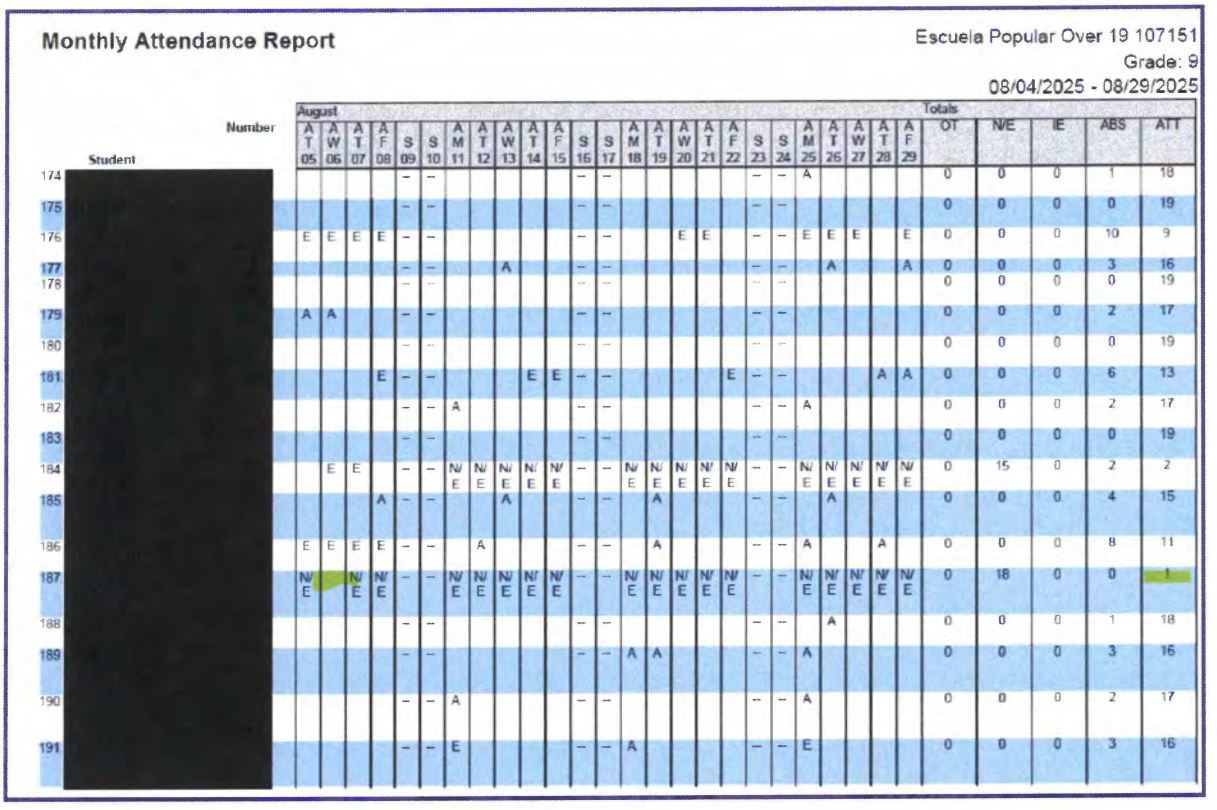
August

Number	Student	AT 05	AW 06	AT 07	AF 08	S 09	S 10	AM 11	AT 12	AW 13	AT 14	AF 15	S 16	S 17	AM 18	AT 19	AW 20	AT 21	AF 22	S 23	S 24	AM 25	AT 26	AW 27	AT 28	AF 29	Totals OT	N/E	IE	ABS	ATT
149	[redacted]		N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	0	18	0	0	1
150						–	–						–	–						–	–						0	0	0	0	19
151		A	A	A		–	–						–	–						–	–						0	0	0	3	16
152		E				–	–						–	–	E					–	–	E					0	0	0	3	16
153		E				–	–			E			–	–						–	–	A	A				0	0	0	4	15
154						–	–						–	–						–	–						0	0	0	0	19
155						–	–						–	–						–	–						0	0	0	0	19
156						–	–						–	–						–	–						0	0	0	0	19
157		A			A	–	–					E	–	–	E			A	A	–	–				A	A	0	0	0	8	11
158						–	–						–	–						–	–						0	0	0	0	19
159						–	–				A		–	–						–	–				A		0	0	0	2	17
160						–	–				A		–	–		A				–	–				A		0	0	0	3	16
161						–	–						–	–						–	–						0	0	0	0	19
162						–	–						–	–					A	–	–						0	0	0	1	18
163				A	A	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	–	–	N/E	N/E	N/E	N/E	N/E	0	15	0	2	2
164		A				–	–					A	–	–			E			–	–				A		0	0	0	4	15
165					A	–	–						–	–						–	–						0	0	0	1	18
166						–	–						–	–						–	–						0	0	0	0	19
167					A	–	–			A		A	–	–	A		A	A	A	–	–	A					0	0	0	8	11
168		E				–	–						–	–						–	–						0	0	0	1	18
169						–	–						–	–						–	–						0	0	0	0	19

Preparing every student to thrive in a global society.

Missing Students K and L

There are two students that the District was unable to locate in the PowerSchool Student Information System that whom ADA was claimed.



Monthly Attendance Report

Escuela Popular Over 19 107151
Grade: 9
08/04/2025 - 08/29/2025

Number	Student	August																													Totals				
		AT 05	AW 06	AT 07	AF 08	S 09	S 10	AM 11	AT 12	AW 13	AT 14	AF 15	S 16	S 17	AM 18	AT 19	AW 20	AT 21	AF 22	S 23	S 24	AM 25	AT 26	AW 27	AT 28	AF 29	OT	N/E	IE	ABS	ATT
174	[redacted]					--	--						--	--						--	--	A					0	0	0	1	18
175						--	--						--	--						--	--						0	0	0	0	19
176		E	E	E	E	--	--						--	--			E	E		--	--	E	E	E		E	0	0	0	10	9
177						--	--			A			--	--						--	--		A			A	0	0	0	3	16
178						--	--						--	--						--	--						0	0	0	0	19
179		A	A			--	--						--	--						--	--						0	0	0	2	17
180						--	--						--	--						--	--						0	0	0	0	19
181					E	--	--				E	E	--	--					E	--	--				A	A	0	0	0	6	13
182						--	--	A					--	--						--	--	A					0	0	0	2	17
183						--	--						--	--						--	--						0	0	0	0	19
184			E	E		--	--	N/E	N/E	N/E	N/E	N/E	--	--	N/E	N/E	N/E	N/E	N/E	--	--	N/E	N/E	N/E	N/E	N/E	0	15	0	2	2
185					A	--	--			A			--	--		A				--	--		A				0	0	0	4	15
186		E	E	E	E	--	--		A				--	--		A				--	--	A			A		0	0	0	8	11
187		N/E		N/E	N/E	--	--	N/E	N/E	N/E	N/E	N/E	--	--	N/E	N/E	N/E	N/E	N/E	--	--	N/E	N/E	N/E	N/E	N/E	0	18	0	0	1
188						--	--						--	--						--	--		A				0	0	0	1	18
189						--	--						--	--	A	A				--	--	A					0	0	0	3	16
190						--	--	A					--	--						--	--	A					0	0	0	2	17
191						--	--	E					--	--	A					--	--	E					0	0	0	3	16

Exhibit 7

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

December 1, 2025

Via Email: bergbj@esuhsd.org

Bjorn Berg
Director of Assessment and Accountability, Charter School Oversight
Eastside High School District
830 North Capitol Ave
San Jose, CA 95133

Re: Response to Notice of Deficiency – Attendance Tracking and 6th Period Enrollment
Escuela Popular Center for Training and Careers, Family Learning

Dear Mr. Berg,

The Board of Directors ("Board") of Escuela Popular del Pueblo ("Escuela Popular") is in receipt of your Notice of Deficiency dated November 14, 2025 ("Notice") regarding enrollment and attendance concerns that the District has observed after looking at Escuela Popular Center for Training and Careers ("EPCTC") data on PowerSchool. After reviewing the District's correspondence on these topics, Escuela Popular staff worked with EdTec (our school back office support provider) staff to review PowerSchool information for each of the identified concerns and made corrections where applicable.

Global Points of Clarification for District Interpretation of the Data:

The screenshots of PowerSchool provided in the District's November 14, 2025 letter are missing important information that you gain when you click for more detail in the PowerSchool software interface. Escuela Popular worked with EdTec staff to create the following PowerSchool screenshots for each of the students at issue (enclosed as Exhibit A).

Clicking on a given date to show more detail reveals information that is relevant to Average Daily Attendance (ADA) analysis. For example, you would need to click for more detail to see exactly which periods a student was present or absent for in a given day. This is important because, for ADA reporting purposes, attendance for any part of the school day counts as present for the day. The California Department of Education guidance on ADA and attendance taking (enclosed as Exhibit B) states:

> In order to generate and claim attendance for apportionment, school districts must meet all the applicable instructional time and scheduling requirements, and the students must be in attendance under the immediate supervision and control of a certificated employee of the school district while engaged in educational activities

> required of them **for at least some part of each school day** for which attendance is generated. (emphasis added)

This explains why a student may be present for less than the entire school day on PowerSchool but would still be noted as present for purposes of claiming ADA for that day. This is how schools and school districts across the state report attendance for ADA purposes. We note that each student is required to attend each day for all class periods pursuant to a Board policy (see attachments to letter from Board Chair enclosed as Exhibit C). The Board policy titled Enrollment and Attendance in All Six Periods of Study states, "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C). However, just like in a traditional public school, some students have medical appointments or other good cause to miss class.

Additionally, classes which were later dropped by a given student do not show up on PowerSchool unless you click "show dropped classes." Without clicking "show dropped classes," it is inaccurate to assume that the absence of information about a class means that the student was never enrolled in that class.

Students at Issue:

Student A

The District's letter claims that student A was absent on August 29, 2025 but was marked present in the ADA monthly report for August. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student A was NOT absent for the whole day on August 29, 2025—this student was present for Period 4 (see Exhibit A).

Student A was enrolled in all six periods during the time period at issue and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student B

The District's letter claims that student B was absent on August 19, 2025 but was marked present in the ADA monthly report. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student B was NOT absent for the whole day on August 19, 2025—this student was present for Period 3 (see Exhibit A).

Student B was enrolled in all six periods during the time period at issue and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student C

The District's letter claims that Student C was absent on August 28, 2025 but was marked present in the ADA monthly report. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student C was NOT absent for the whole day on August 28, 2025—this student was present for Period 2 (see Exhibit A).

Student C was enrolled in all six periods during the time period at issue and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student D

The District's letter claims that ADA was claimed for August 5-6, 2025 for Student D when this student was not enrolled at this time. Escuela Popular reviewed the information on PowerSchool and determined that this interpretation appears to be a misunderstanding on the part of District staff. Student D was enrolled from August 5, 2025 to August 11, 2025. There was later a scheduling change. Based on the PowerSchool information, Student D was enrolled as of August 5th and appears to have had perfect attendance for that day. Then, on Wednesday August 6, 2025, this student was present for one period.

Student D was enrolled in all six periods during the time the student attended school at EPCTC and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C). Student D dropped all of their courses on August 11, 2025 and then re-enrolled at the school in October of 2025. This appears to have happened because the student changed from the AM program to the PM program, apparently after trying the AM program and finding the student preferred the later option.

Student E

The District's letter claims that ADA was claimed for August 5, 2025 for Student E even though the student was not enrolled at this time. Escuela Popular reviewed the information on PowerSchool and determined that this interpretation appears to be a misunderstanding on the part of District staff. Student E was enrolled at Escuela popular on August 5, 2025, which was the first day of classes. This student attended class the first day, found those classes didn't work for them, then dropped those and added new classes as of August 6, 2025. If you click on "show dropped classes" on PowerSchool you can see that the student was indeed enrolled and had attendance that day. If you do not click "show dropped classes," then it may, incorrectly, look as if the student was not enrolled in any classes at that time.

Student E was enrolled in six periods August 6, 2025 and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student F

For Student F, the District noted that the student appears to have absent at the start of classes and then present for the rest on August 11, 13, and 15, 2025. Escuela Popular reviewed the data on PowerSchool for this student and confirmed that on August 11, 2025, Student F missed periods 1, 2, and 3, showed up 4 and 5, and did not show up for 6. The same occurred August 13, 2025 and August 15, 2025.

This student is an outlier in that the student tended to have more than the typical number of absences. Escuela Popular checked the school's records and can confirm that the student no longer attends the school at this time. This is not the norm; the vast majority of students can make it to all class periods.

Student F was enrolled in six periods during the time period at issue and, before the student left the school in mid-November, was required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student G

As to Student G, the District's letter claims the student was marked absent for the month of August, but is showing he was present for 1 day on the monthly report. Escuela Popular reviewed the data and is confused by the District's interpretation as to this student. When you look at the details on PowerSchool, you can see that this student was actually present a lot in August of 2025. Sometimes this student would only show up for one class period, but the student showed up for some portion of the school day for every school day except one during August 2025.

Student G was enrolled in six periods as of August 21, 2025 and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student H

The District's letter claims that student H was absent on August 29, 2025, but was marked present. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student H was NOT absent for the whole day on August 29, 2025—this student was present for Period 3.

Student H was enrolled in six periods during the relevant time period and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student I

The District's letter claims that student I was absent on August 18, 2025, but was marked present. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student I was NOT absent for the whole day on August 18, 2025—this student was present for two class periods that day.

August 19, 2025 was an excused absence for Student I. This was an inadvertent error on Escuela Popular's part, where the "E" was logged as present instead of as an absence. Escuela Popular can correct this information in PowerSchool and in its ADA reporting.

Student I was enrolled in six periods during the relevant time period and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student J

The District's letter claims that student J was absent on August 19, 2025, but was marked present. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student J was NOT absent for the whole day on August 19, 2025—this student was absent periods 1 and 6 that day but present every other period.

August 18, 2025 was an excused absence for Student J. This was an inadvertent error on Escuela Popular's part, where the "E" was logged as present instead of as an absence. Escuela Popular has corrected this information in PowerSchool and will correct it in its ADA reporting at the next reporting date.

Student J was enrolled in all six periods during the relevant time period and is required to attend all class period pursuant to the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Students K and L

The District claims its staff cannot find Students K and L in the PowerSchool system. Escuela Popular staff checked this and were able to locate both of these students in the system. Difficulty likely arose because both of these students were once enrolled at Escuela Popular but later became inactive. When searching on PowerSchool, you have to put a forward slash before the student's name in the search bar in order to get PowerSchool to show inactive students. When you do this for both Student K and Student L, they show up in the PowerSchool system.

In some cases, a student may show up for one day of school and then drop from the program completely. Even if that happens, a charter school can absolutely claim that student's one day of enrollment and attendance for purposes of ADA, just as a school district could.

Board Adoption and Confirmation of Implementation of Enrollment and Attendance Policies:

The Escuela Popular Board of Directors officially adopted enrollment and attendance policies at its September 18, 2025 meeting. These policies require 1) attendance be taken every course period rather than once a day and 2) every student to be enrolled in all six course periods, with only an exception for high school seniors who are in their last year and have sufficient credits to graduate without all six periods. As Board Chair, I then provided a copy of the policies to the District, on behalf of the Board, in a letter dated September 26, 2025 (see Exhibit C). This letter stated:

> This correspondence shall serve as written confirmation from the Board that these policies have been approved. We want to assure you that the EP leadership team and Board reviewed and discussed the recommendations in earnest and implemented some practices as early as the first day of school and then had either commenced or completed all of them by September 15th.

Discussions between the Board and Escuela Popular's attorneys in closed session, or between the EP leadership team and Escuela Popular's attorneys, regarding recommendations such as those in the Ryland audit report, are subject to attorney-client privilege.

The Board believed that the September 26, 2025 letter to the District satisfied the District's request that the Board assure the District that these policies have been implemented. If the District needs further assurance from the Board that these policies have been implemented, the Board can provide it but would need additional guidance from the District regarding what the District wants the assurance to look like.

Explanation of Attendance-Taking Procedure at EPCTC:

The District also asked for clarification about attendance-taking procedure at EPCTC. The teacher of record is the person who enters attendance into PowerSchool. If the class is a vacancy, then the substitute teacher is able to enter attendance into PowerSchool. For excused absences, the front office staff enter the "E" into PowerSchool.

Explanation of Process and Results from EPCTC Administration's Weekly and Daily Attendance Audits, Including Corrective Action for Employees:

For the weekly and daily attendance audits, instructional staff monitor weekly and daily attendance by running reports in PowerSchool. If they notice a teacher has missed entering attendance, they will follow up with the teacher to ensure attendance is submitted. They have found they have had to follow up with a small number of teachers about this. The next step has been to formally write them up if they do not improve on entering attendance after being warned. To the extent that this occurs, it would be a confidential personnel action, so the personnel documents related to this would not be shared. Outside of the personnel disciplinary process, Escuela Popular staff do not formally write any findings about their weekly and daily monitoring of attendance.

In monitoring attendance-taking by staff, Escuela Popular has not found that entering attendance incorrectly has been an ongoing issue with any of its staff members. Escuela Popular has found that some staff members enter attendance correctly, but late (rather than on the same day the class occurred). These staff members have been counseled regarding the importance of entering attendance timely.

Assessment of Attendance Discrepancies and Next Steps:

After reviewing the attendance discrepancies the District identified, Escuela Popular determined that all but two were the result of District Staff misinterpreting the data. This is understandable, as PowerSchool is not user-friendly in many respects. Escuela Popular Center for Training and Careers has approximately 489 students total. Multiplying that number times the number of school days so far this school year, if EPCTC only had two instances of attendance errors, that would represent an admirable success rate.

Still, EPCTC does not want to have any errors. The two instances of misreporting "E" ("Excused Absence") as "Present" have been confirmed corrected on PowerSchool. The next steps will happen at the P1 reporting period in mid-December. Whenever there is a change to ADA during a month that was already submitted to the District, the typical process is Escuela Popular staff compiles the same monthly reports and shares updated versions, typically at the P reporting deadlines, P-1, P-2 and P-A.

In terms of blanks where PowerSchool defaults to having the blank indicate "Present," where the student actually was present, these have not been changed because the data is accurate.

Assessment of District's Concerns re Enrollment Policies and Next Steps:

Escuela Popular understands that the District would like the school to have a Board policy to remind students more than one time per school year regarding the enrollment requirement. The Board discussed this with Escuela Popular staff and has been assured that, going forward, Escuela Popular will go above and beyond the current Board policy and will notify students at least once per quarter regarding the enrollment and attendance requirement.

In terms of the District's claim that certain students have enrolled in a Study Hall or Study Skills class but never attended it, Escuela Popular has reviewed the Power School data and discovered that during Q2 so far, there are 74 out of 433 (17.1%) active EPCTC students who have been absent in a study hall or skills class for every day of Q2. Escuela Popular will follow up with students regarding the importance of attending study hall and will further investigate ways to ameliorate any challenges related to this issue.

Thank you for providing us with an opportunity to clarify these points and I am available to discuss further as needed.

Sincerely,

Dr. Pablo Reguerin, on behalf of the Escuela Popular Del Pueblo Board

4913-5858-9564, v. 8

Exhibit 8

Gedeon, Phillip <gedeonp@esuhsd.org>

Notice of Correction: Dual Enrollment Attendance Counting

Gedeon, Phillip <gedeonp@esuhsd.org> Wed, Mar 4, 2026 at 4:25 PM
To: Patricia Reguerin <patricia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>
Cc: Bjorn Berg <bergbj@esuhsd.org>, Nadia Davis <davisn@esuhsd.org>
Bcc: Teresa Marquez <marquezt@esuhsd.org>, Glenn Vander Zee <vanderzeeg@esuhsd.org>, Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>

Aloha Patricia and Olivia,

During the recent oversight visit for EPCTC, it was shared that a small group of students was taking college courses off campus. Students were leaving campus to attend their community college class and then returning to campus for EP courses. If a student returned late and missed a class, EP would code the absence as "DE".

Following our discussion, the District left the oversight visit with the understanding that:

1) Students taking college courses during the school day were not assigned overlapping classes during the time needed for travel and course attendance.
2) If a student arrived back on campus late and missed a class, the code "DE" would be used.
3) Travel time and college course time were not being counted toward instructional minutes.
4) Travel time and college course time were not included in ADA calculations.

Upon reviewing EPCTC's monthly attendance reports, the District has identified instances in which ADA was claimed for students with an attendance marking of "DE" on that day.

Please provide a time during the week of March 9th when your staff can participate in an in-person meeting at EP with the District staff to discuss this further.

Attached to this email is a student whom I would like to use as a sample in our discussion. Thank you.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Notice of Correction_ Dual Enrollment Attendance Counting Attachment 3.4.2026.pdf
519K

Exhibit 9

Preparing every student to thrive in a global society.

December 1, 2025

Via Email Communication and Certified Mail

Patricia Reguerin
Executive Director
149 North White Road
San José, CA 95127
patricia@escuelapopular.org

Escuela Popular Del Pueblo Board of Directors:

Dr. Pablo Reguerin - Chair	preguerin@escuelapopular.org
Bernard Gifford, Ph.D	bgifford@escuelapopular.org
San Juana Ochoa	sanjuanaochoa@escuelapopular.org
Maria del Rocio Preciado	mpreciado@escuelapopular.org
Robert Escobar	rescobar@escuelapopular.org
Ellen Middaugh	ellen.middaugh@sjsu.edu
Dr. Sherry Segura	sherrysegura@escuelapopular.org

Re: Notice of Concern/Request for Information - Instructional Calendar and Minutes Reporting
ATTENTION AND ACTIONS NEEDED

Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:

As the authorizing entity for Escuela Popular/Center for Training and Careers and Escuela Popular Accelerated Family Learning Center ("EPCTC/EPAFLC" or "Charter Schools"), the East Side Union High School District ("District") is required to provide oversight of EPCTC/EPAFLC regarding its compliance with its approved Charter and laws applicable to its operation.

As a reminder, per Education Code section 47604.3, EPCTC/EPAFLC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an

integral part of our relationship, and timely responses by EPCTC/EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

As a part of the annual oversight monitoring process for the Charter Schools, the District has identified discrepancies in the instructional calendar submitted to the District, the information entered into the PowerSchool student information system, and the instructional minutes calculations report submitted to the District on June 12, 2025 (*See Attachment "A"*). Accuracy in these records is critical to ensure compliance with state and district instructional time requirements.

The instructional calendar for EPCTC has inconsistencies between the version submitted to the District and the calendar entered into PowerSchool. Specifically, the three (3) days of final assessments for Quarter 1 were not accurately reflected in both records, resulting in an inaccurate calculation of instructional minutes by Escuela Popular Leadership ("EP Leadership") and the District for the 2025-2026 school year.

Inaccuracies in Instructional Minutes Calculation.

A review of the instructional minutes documentation submitted to the District for both Charter Schools has identified inconsistencies in the reporting of the bell schedules and the calculation of total instructional time. Specifically, there is a discrepancy in the bell schedules entered into PowerSchool (*See Attachment "B"*) and the documents submitted to the District (*See Attachment "C"*) regarding the 2025-2026 instructional calendar and minutes. (*See Attachment "D"*)

The first concern is that the EPCTC bell schedule indicates a student release time of 3:00 PM, both on paper and in PowerSchool; however, the EPAFLC bell schedule shows a student release time of 2:55 PM. According to the master bell schedule for EPCTC and EPAFLC (*See Attachment "C"*), students from both Charter Schools are scheduled to be in the same classroom with the same teacher each period. As a result, both Charter Schools should have the same student release time for period 6. This five-minute variance has an impact on the total instructional minutes and overall compliance with Education Code section 47612.5(a) for both Charter Schools. The annual instructional time calculated for EPCTC and EPAFLC will need to be adjusted to account for this variance, effective at the start of the 2025-2026 school year. A revision will also be necessary for the remainder of the 2025-2026 school year.

The second concern is that the inclusion of the final exams for quarter one in PowerSchool (*See Attachment "E"*) was not accounted for in the documentation submitted to the District for calculating the annual instructional minutes for EPCTC (*See Attachment "D"*) and the 2025-2026 Instructional Minutes Calculation Submission for EPCTC (*See Attachment "F"*), which was required for approval by EP Leadership and the District. This critical omission also affects the accuracy of the reported instructional time for quarter one and subsequent quarters. As a result, the annual instructional time calculated for EPCTC will need to be adjusted to account for the changes in the bell schedule for Wednesday and Thursday, as well as the early release schedule for Friday.

The third concern is that the site master schedule for TK–8 for EPAFLC within PowerSchool does not match the bell schedule submitted to the District on June 12, 2025. The initial bell schedule that was

submitted to the district office before the start of the 2025-2026 school year shows more instructional minutes for the Monday through Friday bell schedule than what was entered into PowerSchool. For example, students in TK are not scheduled in PowerSchool for an instructional class from 8:30 am to 9:30 am and 11:50 am - 1:00 pm (*See Attachment "G"*), and students in third through fifth grade are not scheduled in PowerSchool for an instructional class from 1:27 pm to 3:00 pm (*See Attachment "H"*). However, the master schedule submitted to the District (*See Attachment "I"*) shows instructional minutes for this time span, resulting in students being scheduled for shorter school days within PowerSchool. Using the PowerSchool bell schedule, the District has identified that EPAFLC has a total annual instructional minute count that is short and does not meet state requirements. The District reiterates, the information entered into the PowerSchool student information system must match the instructional minutes calculations report submitted to the District.

Potential Implications.

Per Education Code section 47612.5(a), charter schools must provide, by grade span, a minimum number of instructional minutes. For grades 9-12, charter schools must provide at least 64,800 minutes per fiscal year. Failure to meet these requirements may result in apportionment penalties. It is critical that Escuela Popular Leadership take immediate, appropriate, and necessary steps to address these inconsistencies to ensure compliance with Education Code section 47612.5(a). The District expects that all information entered into PowerSchool accurately reflects the documents submitted to the District for calculating the annual instructional minutes, which will be used for final approval by the District. The District is concerned that EPCTC is at risk of noncompliance with Education Code section 47612.5(a) due to the error in calculating the instructional minutes for the 2025-2026 school year.

A reminder, the information entered in PowerSchool **cannot** be changed or altered for school days that have already passed. EP Leadership can only make edits to school days that are have not yet occurred. The District advises EP Leadership to identify a future date for which revisions will be made within PowerSchool to reflect the accuracy with the Charter Schools' bell schedule.

Actions Needed

The District requests a response to the following concerns/requests for information by **no later than 5:00 PM on December 19, 2025**. Your responses should be directed to the District for my attention.

1. Recalculate instructional minutes for both EPCTC and EPAFLC and resubmit to the District updated documents reflecting accurate bell schedules that include final exam adjustments for all quarters and the same release time for students for period 6. The bell schedule for both Charter Schools needs to reflect the day-to-day schedule, and any variance or modification must be accounted for in the annual instructional minutes calculation.

2. Update PowerSchool to reflect accuracy with the Charter Schools' bell schedule for all grades. Provide evidence of the *new* student schedules within PowerSchool per grade for both schools

showing all instructional minutes are accounted for from the beginning to the end of the school date.

3. Any changes in the number of instructional days and/or hours for both Charter Schools must be reported to the District within 24 hours of implementing the change to the instructional calendar and bell schedule, including adjustments for exams, field trips, and school closures. Alignment with the information in PowerSchool to accurately reflect the approved calendar must be adhered to at all times, allowing the District to monitor both Charter Schools' compliance with Education Code section 47612.5(a) appropriately.

Please contact the undersigned if you need any clarification regarding the items listed above in this Notice of Concern/Request for Information, or if you would like to discuss anything. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Phillip Gedeon
Coordinator of Charter School Oversight

Enclosures:
Attachment A - Charter School Instructional Minutes Certification Submission (EPAFLC & EPCTC)
Attachment B - EPAFLC & EPCTC Bell Schedule Entered into PowerSchool
Attachment C - Bell Schedules Submitted to the District for 2025-2026 (EPAFLC & EPCTC)
Attachment D - District Instructional Minutes Calculation (EPAFLC & EPCTC)
Attachment E - Final Exam PowerSchool Bell Schedule (EPCTC)
Attachment F - 2025 - 2026 Instructional Minutes Calculation Submission (EPAFLC & EPCTC)
Attachment G - TK PowerSchool Bell Schedule for 2025-2026 (EPAFLC)
Attachment H - 4th Grade PowerSchool Bell Schedule (EPAFLC)
Attachment I - EPAFLC Master Bell Scheduled Submitted to District

CC: Glenn Vander Zee - Superintendent, East Side Union High School District
Teresa Marquez - Associate Superintendent, East Side Union High School District
Bjorn Berg - Director of Assessment & Accountability, Charter Oversight, East Side Union High School District

Attachment A

Preparing every student to thrive in a global society.

Charter School Instructional Minutes Certification

Please provide a certification that charter school meets the Instructional Minutes requirements for year 2025-26 as per California Education Code on the following lines.

This is to certify that Charter School is in compliance with California Education Code on the instructional minutes requirements as below.

Charter School Name: Escuela Popular CTC

Total Days of Instruction in 2025 -26: 189

Total Instructional Minutes in 2025-26: 9th - 12th grade= 66,150

Signature of Charter Principal/Director: _____

Date: 05/30/2025

Preparing every student to thrive in a global society.

Charter School Instructional Minutes Certification

Please provide a certification that charter school meets the Instructional Minutes requirements for year 2025-26 as per California Education Code on the following lines.

This is to certify that Charter School is in compliance with California Education Code on the instructional minutes requirements as below.

Charter School Name: Escuela Popular Accelerated Family Learning Center

Total Days of Instruction in 2025 -26: 178

Total Instructional Minutes in 2025-26: _____

TK= 44,500
Kinder= 54,940
1st - 3rd= 56,400
4th - 8th= 57,760
9th - 12th= 65,620

Signature of Charter Principal/Director: _____

Date: 6/12/25

PowerSchool SIS

Attachment B

< Bell Schedules

Escuela Popular Under 19 25-26 Quarter 2

Bell Schedule: M,T,H,F

Period	Start Time	End Time	Duration	Use For Daily Attendance
S1	08:29 AM	08:30 AM	1	
DA1	08:29 AM	08:30 AM	1	
A1	08:30 AM	09:20 AM	50	
DL1	08:30 AM	09:27 AM	57	
DL2	09:29 AM	10:16 AM	47	
A2	09:35 AM	10:25 AM	50	
DL3	10:18 AM	11:03 AM	45	
A3	10:30 AM	11:20 AM	50	
DL4	11:05 AM	11:50 AM	45	
A4	11:25 AM	12:25 PM	60	
DL5	12:42 PM	01:27 PM	45	
A5	01:00 PM	01:55 PM	55	
DL6	01:29 PM	02:14 PM	45	
A6	02:00 PM	02:55 PM	55	
DL7	02:16 PM	03:00 PM	44	
A7	03:00 PM	03:40 PM	40	
AS	03:10 PM	04:00 PM	50	

PowerSchool SIS

< Bell Schedules

Escuela Popular Under 19 25-26 Quarter 2

Bell Schedule: M,T,H,F

Period	Start Time	End Time	Duration	Use For Daily Attendance
S1	08:29 AM	08:30 AM	1	
DA1	08:29 AM	08:30 AM	1	
A1	08:30 AM	09:20 AM	50	
DL1	08:30 AM	09:27 AM	57	
DL2	09:29 AM	10:16 AM	47	
A2	09:35 AM	10:25 AM	50	
DL3	10:18 AM	11:03 AM	45	
A3	10:30 AM	11:20 AM	50	
DL4	11:05 AM	11:50 AM	45	
A4	11:25 AM	12:25 PM	60	
DL5	12:42 PM	01:27 PM	45	
A5	01:00 PM	01:55 PM	55	
DL6	01:29 PM	02:14 PM	45	
A6	02:00 PM	02:55 PM	55	
DL7	02:16 PM	03:00 PM	44	
A7	03:00 PM	03:40 PM	40	
AS	03:10 PM	04:00 PM	50	

Attachment C

Bell Schedule

High School Youth 2025-26 (Mon, Tue, Thurs, Fri) Bell Schedule		
Start Time	End Time	Description
8:30 am	9:20 am	**Period 1**
9:20 am	9:30 am	**Brunch**
9:30 am	9:35 am	Passing
9:35 am	10:25 am	**Period 2**
10:25 am	10:30 am	Passing
10:30 am	11:20 am	**Period 3**
11:20 am	11:25 am	Passing
11:25 am	12:25 pm	**Period 4/Silent Reading**
12:25 pm	12:55 pm	**Lunch**
12:55 pm	1:00 pm	Passing
1:00 pm	1:55 pm	**Period 5**
1:55 pm	2:00 pm	Passing
2:00 pm	2:55 pm	**Period 6**
2:55 pm	3:00 pm	Passing
3:00 pm	3:40 pm	**Period 7**

No minimum days (dismissal at 1:00 pm) for high school youth

High School Youth 2025-26 Wednesday Bell Schedule		
Start Time	End Time	Description
8:30 am	9:10 am	**Period 1**
9:10 am	9:20 am	**Brunch**
9:20 am	9:25 am	Passing
9:25 am	10:05 am	**Period 2**
10:05 am	10:10 am	Passing
10:10 am	10:55 am	**Period 3**
10:55 am	11:00 pm	Passing
11:00 am	11:45 pm	**Period 4**
11:45 am	11:50 am	Passing
11:50 am	12:35 pm	**Period 5**
12:35 pm	1:05 pm	**Lunch**
1:05 pm	1:10 pm	Passing
1:10 pm	2:00 pm	**Period 6**

No minimum days (dismissal at 1:00 pm) for high school youth

Bell Schedule

AM High School Adults 2025-26 (Mon, Tue, Thurs, Fri) Bell Schedule		
Start Time	End Time	Description
8:30 am	9:20 am	**Period 1**
9:20 am	9:30 am	**Brunch**
9:30 am	9:35 am	Passing
9:35 am	10:25 am	**Period 2**
10:25 am	10:30 am	Passing
10:30 am	11:20 am	**Period 3**
11:20 am	11:25 am	Passing
11:25 am	12:25 pm	**Period 4/Silent Reading**
12:25 pm	12:55 pm	**Lunch**
12:55 pm	1:00 pm	Passing
1:00 pm	1:55 pm	**Period 5**
1:55 pm	2:00 pm	Passing
2:00 pm	3:00 pm	**Period 6**

AM High School Adults 2025-26 Wednesday Bell Schedule		
Start Time	End Time	Description
8:30 am	9:10 am	**Period 1**
9:10 am	9:20 am	**Brunch**
9:20 am	9:25 am	Passing
9:25 am	10:05 am	**Period 2**
10:05 am	10:10 am	Passing
10:10 am	10:55 am	**Period 3**
10:55 am	11:00 am	Passing
11:00 am	11:45 am	**Period 4**
11:45 am	11:50 am	Passing
11:50 am	12:35 pm	**Period 5**
12:35 pm	1:05 pm	**Lunch**
1:05 pm	1:10 pm	Passing
1:10 pm	3:00 pm	**Period 6**

No minimum days for high school adults

PM High School Adults 2025-26 Bell Schedule		
Start Time	End Time	Description
4:15 pm	5:10 pm	**Period 1**
5:10 pm	5:20 pm	**Break**
5:20 pm	5:25 pm	Passing
5:25 pm	6:15 pm	**Period 2**
6:15 pm	6:20 pm	Passing
6:20 pm	7:25 pm	**Period 3**
7:25 pm	7:55 pm	**Lunch**
7:55 pm	8:00 pm	Passing
8:00 pm	8:50 pm	**Period 4**
8:50 pm	8:55 pm	Passing
8:55 pm	9:45 pm	**Period 5**
9:45 pm	9:50 pm	Passing
9:50 pm	10:45 pm	**Period 6**

Attachment D

AFLC 9th-12th
Mon, Tues, Thurs, Friday
390 Minutes

Period	Duration	Minutes
1	8:30-9:20	50
Brunch	9:20-9:30	10
PT	9:30-9:35	5
2	9:35-10:25	50
PT	10:25-10:30	5
3	10:30-11:20	50
PT	11:20-11:25	5
4/Silent	11:25-12:25	60
Lunch	12:25-12:55	30
PT	12:55-1:00	5
5	1:00-1:55	55
PT	1:55-2:00	5
6	2:00-2:55	55
PT	2:55-3:00	5
7	3:00-3:40	40

Total Mnts	430
Less Bre & Lu	-40
Net Minutes	390

7 Hrs & 10	430	390

AFLC 9th 12th
Wednesday
290 Minutes

Period	Duration	Minutes
1	8:30-9:10	40
Brunch	9:10-9:20	10
PT	9:20-9:25	5
2	9:25-10:05	40
PT	10:05-10:10	5
3	10:10-10:55	45
PT	10:55-11:00	5
4	11:00-11:45	45
PT	11:45-11:50	5
5	11:50-12:35	45
Lunch	12:35-1:05	30
PT	1:05-1:10	5
6	1:10-2:00	50

Total Mnts	330
Less Bre & Lu	-40
Net Minutes	290

5 Hrs & 30	330	290

9th - 12th AFLC

MONTH	390	290		DAYS	TOTAL
1	15	4		19	7010
2	15	4		19	7010
3	14	4		18	6620
4	15	4		19	7010
5	9	2		11	4090
6	10	3		13	4770
7	14	4		18	6620
8	11	3		14	5160
9	15	4		19	7010
10	16	4		20	7400
11	6	2		8	2920
total	140	38	0	178	65620
	54600	11020	0	178	65620

Minimum State Minutes	64800
Above/Below State Requirments	820

CTC
M, T, Th, F AM
350 Minutes

Period	Duration	Minutes
1	8:30-9:20	50
Bruch	9:20-9:30	10
PT	9:30-9:35	5
2	9:35-10:25	50
PT	10:25-10:30	5
3	10:30-11:20	50
PT	11:20-11:25	5
4/Silent	11:25-12:25	60
Lunch	12:25-12:55	30
PT	12:55-1:00	5
5	1:00-1:55	55
PT	1:55-2:00	5
6	2:00-3:00	60

Total Mnts	390
Less Bre & Lu	-40
Net Minutes	350

6 Hrs & 30	390	350

CTC
Wednesday AM
350 Minutes

Period	Duration	Minutes
1	8:30-9:10	40
Brunch	9:10-9:20	10
PT	9:20-9:25	5
2	9:25-10:05	40
PT	10:05-10:10	5
3	10:10-10:55	45
PT	10:55-11:00	5
4	11:00-11:45	45
PT	11:45-11:50	5
5	11:50-12:35	45
Lunch	12:35-1:05	30
PT	1:05-1:10	5
6	1:10-3:00	110

Total Mnts	390
Less Bre & Lu	-40
Net Minutes	350

6 Hrs & 30	390	350

CTC

Monday -Friday PM

350 Minutes

Period	Duration	Minutes
1	4:15-5:10	55
Break	5:10-5:20	10
PT	5:20-5:25	5
2	5:25-6:15	50
PT	6:15-6:20	5
3	6:20-7:25	65
Lunch	7:25-7:55	30
PT	7:55-8:00	5
4	8:00-8:50	50
PT	8:50-8:55	5
5	8:55-9:45	50
PT	9:45-9:50	5
6	9:50-10:45	55

Total Mnts	390
Less Bre & Lu	-40
Net Minutes	350

6 Hrs & 30	390	350

9th - 12th CTC

MONTH	350			DAYS	TOTAL
1	19			19	6650
2	19			19	6650
3	18			18	6300
4	19			19	6650
5	11			11	3850
6	13			13	4550
7	18			18	6300
8	14			14	4900
9	19			19	6650
10	20			20	7000
11	19			19	6650
12				0	0
total	189	0	0	189	66150
	66150	0	0	189	66150

Minimum State Minutes	64800
Above/Below State Requirments	1350

Configure Calendar - 2025-2026

October 2025

8/25 9/25 10/25 11/25 12/25 1/26 2/26 3/26 4/26 5/26 6/26

Date	Cycle Day	Bell Schedule	School In-Session	Membership Value	Tracks In-Session A	B	C	D	E	F	Type	Note
Wed, Oct 1	A Day	October 1 - Q1 Testing	☑	1	☑	☑	☑	☑	☑	☑		
Thu, Oct 2	A Day	October 2 - Q1 Testing	☑	1	☑	☑	☑	☑	☑	☑		
Fri, Oct 3	A Day	October 3 - Q1 Testing	☑	1	☑	☑	☑	☑	☑	☑		
Sat, Oct 4			☐	0	☐	☐	☐	☐	☐	☐		
Sun, Oct 5			☐	0	☐	☐	☐	☐	☐	☐		
Mon, Oct 6			☐	0	☐	☐	☐	☐	☐	☐	Holiday	
Tue, Oct 7			☐	0	☐	☐	☐	☐	☐	☐	Holiday	
Wed, Oct 8	A Day	W	☑	1	☑	☑	☑	☑	☑	☑		
Thu, Oct 9	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑		
Fri, Oct 10	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑		
Sat, Oct 11			☐	0	☐	☐	☐	☐	☐	☐		
Sun, Oct 12			☐	0	☐	☐	☐	☐	☐	☐		
Mon, Oct 13	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑		
Tue, Oct 14	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑		
Wed, Oct 15	A Day	W	☑	1	☑	☑	☑	☑	☑	☑		
Thu, Oct 16	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑		
Fri, Oct 17	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑		
Sat, Oct 18			☐	0	☐	☐	☐	☐	☐	☐		
Sun, Oct 19			☐	0	☐	☐	☐	☐	☐	☐		
Mon, Oct	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑		

20											
Tue, Oct 21	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑	
Wed, Oct 22	A Day	W	☑	1	☑	☑	☑	☑	☑	☑	
Thu, Oct 23	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑	
Fri, Oct 24	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑	
Sat, Oct 25			☐	0	☐	☐	☐	☐	☐	☐	
Sun, Oct 26			☐	0	☐	☐	☐	☐	☐	☐	
Mon, Oct 27	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑	
Tue, Oct 28	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑	
Wed, Oct 29	A Day	W	☑	1	☑	☑	☑	☑	☑	☑	
Thu, Oct 30	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑	
Fri, Oct 31	A Day	M,T,H,F	☑	1	☑	☑	☑	☑	☑	☑	

Verify # of school days in the current term.

Set up calendar days according to a pattern.

2025 - 2026 Instructional Minutes

Comprehensive School

Attachment F

SCHOOL: Escuela Popular Accelerated Family Learning Center (HS)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	390	390	290	390	390	0	0	290	390	390	390	390	290	390	390	390	390	290	390	390	6620	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	390	390	290	390	390	390	390	290	390	390	390	0	290	390	390	390	390	290	390	390	7010	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	390	390	0	0	0	390	390	290	390	390	390	390	290	390	0	0	0	0	0	0	4090	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	390	290	390	390	390	390	290	390	390	0	390	290	390	390	4770	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	0	0	390	290	390	390	6620	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	0	0	0	0	0	0	5160	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7400	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	390	390	290	390	390	0	390	290	390	0											2920	
		reg	reg	reg	reg	reg	H	reg	reg	reg	TI												

TOTAL ACTUAL MINUTES 65620 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	65620
STATE REQUIRED MINUTES	64,800
PLUS OR MINUS MINUTES	820

- TI Teacher Inservice Day (no ADA)
- Reg. Regular Schedule
- BE Block Even
- BO Block Odd
- AR Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- SD Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes. If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
- SM Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- FIN Final Schedule (Enter the actual total minutes that students are in school.)
- OT Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
- H Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE:

DATE: 06/12/25

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Center for Training & Careers

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	350	350	350	350	350	0	0	350	350	350	350	350	350	350	350	350	350	350	350	350	6300	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	350	350	350	350	350	350	350	350	350	350	350	0	350	350	350	350	350	350	350	350	6650	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	350	350	0	0	0	350	350	350	350	350	350	350	350	350	0	0	0	0	0	0	3850	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	350	350	350	350	350	350	350	350	350	0	350	350	350	350	4550	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	0	0	350	350	350	350	6300	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	0	0	0	0	0	0	4900	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	7000	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		19
	Code	350	350	350	350	350	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
		reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
																	TOTAL ACTUAL MINUTES					66150	189

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	66150
STATE REQUIRED MINUTES	64,800
PLUS OR MINUS MINUTES	1,350

- TI — Teacher Inservice Day (no ADA)
- Reg. — Regular Schedule
- BE — Block Even
- BO — Block Odd
- AR — Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- SD — Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes. If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
- SM — Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- FIN — Final Schedule (Enter the actual total minutes that students are in school.)
- OT — Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
- H — Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

Bell Schedule

Attachment G

Prev Week | Next Week

	Monday 12/01/2025	Tuesday 12/02/2025	Wednesday 12/03/2025	Thursday 12/04/2025	Friday 12/05/2025
	Transitional Kindergarten Morales, Yasna 701 08:29 AM - 08:30 AM	**Transitional Kindergarten** Morales, Yasna 701 08:29 AM - 08:30 AM	**Transitional Kindergarten** Morales, Yasna 701 08:29 AM - 08:30 AM	**Transitional Kindergarten** Morales, Yasna 701 08:29 AM - 08:30 AM	**Transitional Kindergarten** Morales, Yasna 701 08:29 AM - 08:30 AM
09:00 AM			**Math** Morales, Yasna 701 09:12 AM - 09:52 AM		
	Math Morales, Yasna 701 09:29 AM - 10:16 AM	**Math** Morales, Yasna 701 09:29 AM - 10:16 AM	**Spanish Language Arts** Morales, Yasna 701 09:54 AM - 10:34 AM	**Math** Morales, Yasna 701 09:29 AM - 10:16 AM	**Math** Morales, Yasna 701 09:29 AM - 10:16 AM
10:00 AM					
	Spanish Language Arts Morales, Yasna 701 10:18 AM - 11:03 AM	**Spanish Language Arts** Morales, Yasna 701 10:18 AM - 11:03 AM	**English Language Development** Morales, Yasna 701 10:36 AM - 11:18 AM	**Spanish Language Arts** Morales, Yasna 701 10:18 AM - 11:03 AM	**Spanish Language Arts** Morales, Yasna 701 10:18 AM - 11:03 AM
11:00 AM					
	English Language Development Morales, Yasna 701 11:05 AM - 11:50 AM	**English Language Development** Morales, Yasna 701 11:05 AM - 11:50 AM		**English Language Development** Morales, Yasna 701 11:05 AM - 11:50 AM	**English Language Development** Morales, Yasna 701 11:05 AM - 11:50 AM
12:00 PM					
01:00 PM					
02:00 PM					

Bell Schedule

Attachment H

‹ Prev Week | Next Week ›

	Monday 12/01/2025	Tuesday 12/02/2025	Wednesday 12/03/2025	Thursday 12/04/2025	Friday 12/05/2025
	Fourth Grade VACANCY, 4th Gr 731 08:29 AM - 08:30 AM	Fourth Grade VACANCY, 4th Gr 731 08:29 AM - 08:30 AM	Fourth Grade VACANCY, 4th Gr 731 08:29 AM - 08:30 AM	Fourth Grade VACANCY, 4th Gr 731 08:29 AM - 08:30 AM	Fourth Grade VACANCY, 4th Gr 731 08:29 AM - 08:30 AM
	Math VACANCY, 4th Gr 731 08:30 AM - 09:27 AM	Math VACANCY, 4th Gr 731 08:30 AM - 09:27 AM	Math VACANCY, 4th Gr 731 08:30 AM - 09:10 AM	Math VACANCY, 4th Gr 731 08:30 AM - 09:27 AM	Math VACANCY, 4th Gr 731 08:30 AM - 09:27 AM
09:00 AM			Spanish Language Arts VACANCY, 4th Gr 731 09:12 AM - 09:52 AM		
	Spanish Language Arts VACANCY, 4th Gr 731 09:29 AM - 10:16 AM	Spanish Language Arts VACANCY, 4th Gr 731 09:29 AM - 10:16 AM	English Language Arts VACANCY, 4th Gr 731 09:54 AM - 10:34 AM	Spanish Language Arts VACANCY, 4th Gr 731 09:29 AM - 10:16 AM	Spanish Language Arts VACANCY, 4th Gr 731 09:29 AM - 10:16 AM
10:00 AM			Physical Education VACANCY, 4th Gr 731 10:36 AM - 11:18 AM		
	English Language Arts VACANCY, 4th Gr 731 10:18 AM - 11:03 AM	English Language Arts VACANCY, 4th Gr 731 10:18 AM - 11:03 AM		English Language Arts VACANCY, 4th Gr 731 10:18 AM - 11:03 AM	English Language Arts VACANCY, 4th Gr 731 10:18 AM - 11:03 AM
11:00 AM			Specialty Class - Handwork VACANCY, 4th Gr 731 11:20 AM - 11:50 AM		
	Physical Education VACANCY, 4th Gr 731 11:05 AM - 11:50 AM	Physical Education VACANCY, 4th Gr 731 11:05 AM - 11:50 AM		Physical Education VACANCY, 4th Gr 731 11:05 AM - 11:50 AM	Physical Education VACANCY, 4th Gr 731 11:05 AM - 11:50 AM
12:00 PM					
	Specialty Class - Handwork VACANCY, 4th Gr 731 12:42 PM - 01:27 PM	Specialty Class - Handwork VACANCY, 4th Gr 731 12:42 PM - 01:27 PM		Specialty Class - Handwork VACANCY, 4th Gr 731 12:42 PM - 01:27 PM	Specialty Class - Handwork VACANCY, 4th Gr 731 12:42 PM - 01:27 PM
01:00 PM					
02:00 PM					
03:00 PM					

Attachment I

AFLC TK - 8th 2025-26 (Mon, Tue, Thurs, Fri) Bell Schedule

TK & Kinder		First Grade		Second Grade	
8:30 - 10:50	Instruction	8:30 - 10:50	Instruction	8:30 - 11:20	Instruction
10:50 - 11:10	Lunch (20)	10:50 - 11:10	Lunch (20)	11:20 - 11:40	Lunch (20)
11:10-11:40	Recess (30)	11:10-11:40	Recess (30)	11:40 - 12:10	Recess (30)
11:40 - 2:00	Instruction	11:40 - 2:50	Instruction	12:10 - 2:50	Instruction
2:00	Dismissal	2:50	Dismissal	2:50	Dismissal

TK ends at 1:00 & Kinder at 2:00

Third Grade		Fourth Grade		Fifth Grade	
8:30 - 11:20	Instruction	8:30 - 11:20	Instruction	8:30 - 11:50	Instruction
11:20 - 11:40	Lunch (20)	11:20 - 11:40	Lunch (20)	11:50 - 12:10	Lunch (20)
11:40 - 12:10	Recess (30)	11:40 - 12:10	Recess (30)	12:10 - 12:40	Recess (30)
12:10 - 2:50	Instruction	12:10 - 3:00	Instruction	12:40 - 3:00	Instruction
2:50	Dismissal	3:00	Dismissal	3:00	Dismissal

Sixth Grade		Seventh Grade		Eighth Grade	
8:30 - 11:50	Instruction	8:30 - 11:50	Instruction	8:30 - 11:50	Instruction
11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)
12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)
12:40 - 3:00	Instruction	12:40 - 3:00	Instruction	12:40 - 3:00	Instruction
3:00	Dismissal	3:00	Dismissal	3:00	Dismissal

Minimum Days: Oct. 3, 2025, Dec. 11, 2025, March 12, 2026, May 28, 2026 Minimum day dismissal: 1:00 pm

The After School Program starts after dismissal and ends at 6:00 pm.

EscuelaPopular

AFLC TK - 8th 2025-26 Wednesday Bell Schedule

TK & Kinder		First Grade		Second Grade	
8:30 - 10:50	Instruction	8:30 - 10:50	Instruction	8:30 - 11:20	Instruction
10:50 - 11:10	Lunch (20)	10:50 - 11:10	Lunch (20)	11:20 - 11:40	Lunch (20)
11:10 - 11:40	Recess (30)	11:10 - 11:40	Recess (30)	11:40 - 12:10	Recess (30)
11:40 - 2:00	Instruction	11:40 - 2:00	Instruction	12:10 - 2:00	Instruction
2:00	Dismissal	2:00	Dismissal	2:00	Dismissal

TK ends at 1:00 & Kinder at 2:00

Third grade		Fourth Grade		Fifth Grade	
8:30 - 11:20	Instruction	8:30 - 11:20	Instruction	8:30 - 11:50	Instruction
11:20 - 11:40	Lunch (20)	11:20 - 11:40	Lunch (20)	11:50 - 12:10	Lunch (20)
11:40 - 12:10	Recess (30)	11:40 - 12:10	Recess (30)	12:10 - 12:40	Recess (30)
12:10 - 2:00	Instruction	12:10 - 2:00	Instruction	12:40 - 2:00	Instruction
2:00	Dismissal	2:00	Dismissal	2:00	Dismissal

Sixth Grade		Seventh Grade		Eighth Grade	
8:30 - 11:50	Instruction	8:30 - 11:50	Instruction	8:30 - 11:50	Instruction
11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)
12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)
12:40 - 2:00	Instruction	12:40 - 2:00	Instruction	12:40 - 2:00	Instruction
2:00	Dismissal	2:00	Dismissal	2:00	Dismissal

Minimum Days: Oct. 3, 2025, Dec. 11, 2025, March 12, 2026, May 28, 2026 Minimum day dismissal: 1:00 pm

The After School Program starts after dismissal and ends at 6:00 pm.

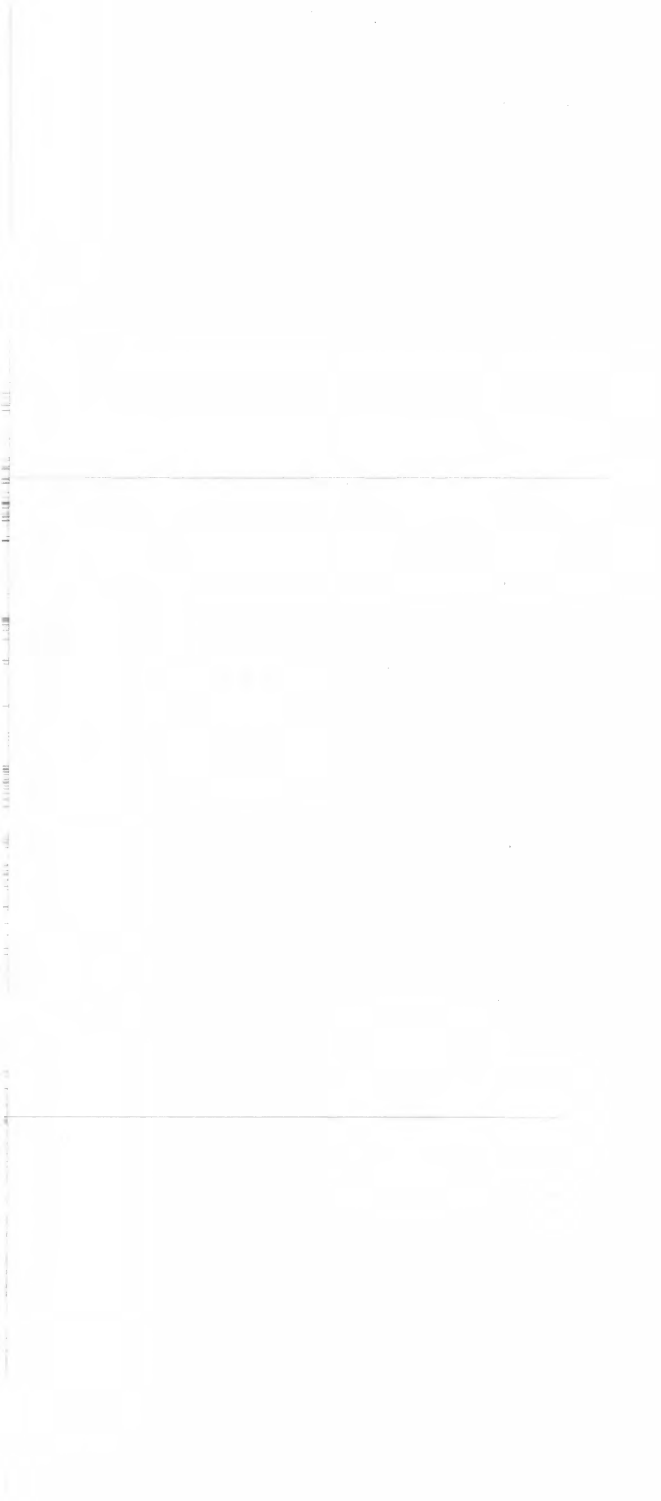


Exhibit 10

Preparing every student to thrive in a global society.

June 23, 2025

Email Communication & First-Class Mail

Patricia Reguerin
Executive Director
149 North White Road
San José, CA 95127
patricia@escuelapopular.org

Re: EPAFLC Notice of Concern and Request for Information
Implementation of Non-Board Approved Graduation Requirements

Dear Patricia Reguerin and Escuela Popular Del Pueblo Board of Directors:

As the authorizing entity for Escuela Popular Accelerated Family Learning Center ("EPAFLC" or "Charter School"), the Eastside Union High School District ("District") is required to provide oversight of EPAFLC regarding its compliance with its approved Charter and laws applicable to its operation.

As a reminder, per Education Code section 47604.3, EPAFLC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

On February 13, 2025, the District received the Charter Renewal Petition for EPAFLC ("Renewal Petition"). Per Education Code Section 47605 and 47607, the District was required to review the submitted Renewal Petition to ensure that the petition contained a reasonably comprehensive description of any new requirement of charter school laws since the charter was last renewed, and

confirm whether the charter school is demonstrably likely to successfully implement the program in the petition. During our comprehensive review of the Renewal Petition, the District discovered that EPAFLC submitted two changes under the description of its Educational Program that were not reflected in the EPAFLC Charter as approved by the District's Board of Trustees ("Board") on June 6, 2017. (*See below or Attachment "A"*). The first material change is a change to the EPAFLC graduation requirements. The Renewal Petition (excerpt provided below) states that the new graduation requirements were changed on August 27, 2017, only two months after the Board's renewal petition approval in 2017.

Escuela Popular Accelerated Family Learning Center **2025-27**

Table A.4: EPAFLC Graduation Requirements (Subject to Change)

EscuelaPopular

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
Phone: (408) 275-7191/Fax: (408)275-1595
www.escuelapopular.org

High School Graduation Requirements - A.F.L.C.
Updated August 17, 2017

ENGLISH LANGUAGE ARTS = 40 Credits

English 2 (4 quarters), English 3 (4 quarters) and/or English 4 (4 quarters), with a minimum completion of English 2 and English 3.

MATHEMATICS = 20 Credits

Two Courses from: Integrated Math 1, Integrated Math 2, Integrated Math 3, or Pre-Calculus

SCIENCE = 20 Credits

Biology/Life Science (10 credits)
Physical Science (10 credits)

SOCIAL STUDIES = 30 Credits

World History & Geography (10 credits)
US History & Geography (10 credits)
US Government (5 credits)
Economics (5 credits)

FOREIGN LANGUAGE or PEFORMING ARTS = 10 Credits

Select from: Spanish, Art, Dance, and/or Guitar

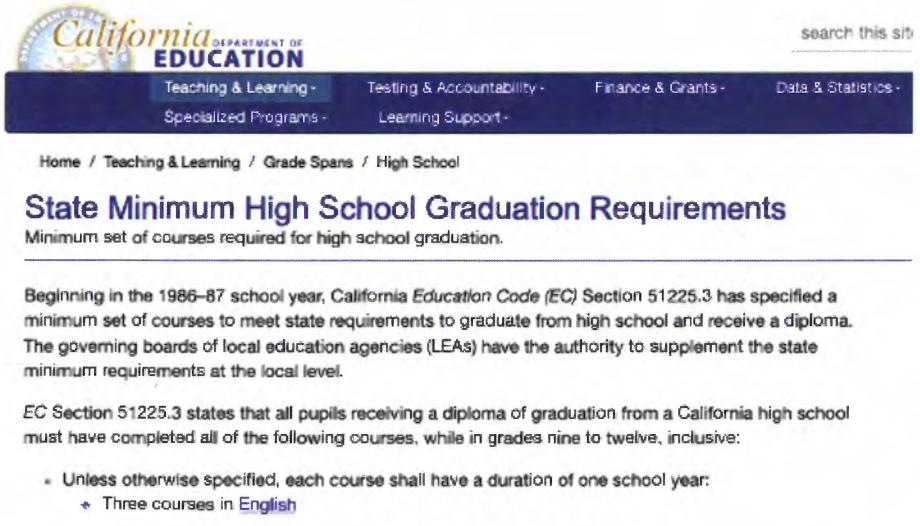
PHYSICAL EDUCATION = 20 Credits

Physical Education, Zumba and/or Kickboxing

The above reflects the following graduation requirement changes: (1) An increase in English credits from 30 credits of English to 40 credits of English; (2) An additional 5 credits of required community services; and (3) Requirement of 10 credits of Biology and 10 credits of physical science.

The District also has concerns about whether EPAFLC will be able to meet the minimum California Graduation Requirements for English (See below Attachment "B"). Even though the Renewal Petition shows an English Requirement of 40 credits, EPAFLC's current practice is to require 20 credits for an English course in one year. Students enrolled in English 2 earn 20 credits of English in one year. This allows students to graduate with English 2 and English 3, which are two courses. However, the minimum California Graduation Requirements state students need to have three courses of English. Lastly, EPAFLC's course offering in Science is Integrated I & II, but the Graduation Requirement in the Renewal Petition states 10 credits of Biology and 10 credits of physical science. In order for students to satisfy the new requirements, EPAFLC will need to offer Biology and a physical science course, such as physics, chemistry, astronomy, or earth science, which would be a change in the course offerings for science.

Source: https://www.cde.ca.gov/ci/gs/hs/hsgrmin.asp


California DEPARTMENT OF EDUCATION

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State Minimum High School Graduation Requirements

Minimum set of courses required for high school graduation.

Beginning in the 1986–87 school year, California *Education Code (EC)* Section 51225.3 has specified a minimum set of courses to meet state requirements to graduate from high school and receive a diploma. The governing boards of local education agencies (LEAs) have the authority to supplement the state minimum requirements at the local level.

EC Section 51225.3 states that all pupils receiving a diploma of graduation from a California high school must have completed all of the following courses, while in grades nine to twelve, inclusive:

- Unless otherwise specified, each course shall have a duration of one school year:
  - Three courses in English

Since revisions to a charter school's charter are to be processed and acted upon separately from a charter renewal petition, the District recommended approval of the Renewal Petition without the material changes to the graduation requirements, which would revert back to the graduation requirements in EPAFLC's current Charter approved by the Board on June 6, 2017. At the time of the material revision submission, the District will reevaluate the proposed changes to ensure their alignment with meeting the California Minimum Graduation Requirements.

As a result of the District's concerns, District staff met with EPAFLC leadership to present and discuss the findings and recommendations. During the meeting, EPAFLC leadership acknowledged and agreed to the findings and recommendations. On April 11, 2025, Patricia Reguerin, Executive Director of Escuela Popular Del Pueblo, sent District staff an email confirmation stating EPAFLC's commitment to reverting internal practices for determining completion of graduation requirements to the graduation requirements approved by the ESUHSDBD on June 6, 2017 (*See below or Attachment "C"*).

EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Confirmation of Graduation Requirements in Charter Petition – No Material Revision

11 messages

Patricia Reguerin <patricia@escuelapopular.org> Fri, Apr 11, 2025 at 4:51 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Kirsten King <kingk@esuhsd.org>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>

Dear Kirsten and Phillip,

Thank you again for your guidance and partnership throughout the petition feedback and revision process.

We are writing to confirm that Escuela Popular AFLC will not be submitting a material revision to the graduation requirements as part of our current charter renewal. The school will maintain the existing board-approved graduation credit model as outlined in our original petition.

We appreciate your continued collaboration and will ensure the necessary clarifications are made in the updated submission ahead of the upcoming board deadlines.

Please don't hesitate to reach out if additional documentation or clarification is needed.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Despite EPAFLC's expressed agreement with the District's findings and recommendations, the District is concerned that EPAFLC has been operating out of compliance with the terms of its approved Charter by graduating students over the last six years using graduation requirements that were not

communicated to or approved by the District's Board. Charters are bound by Education Code 47605 and 47607 to submit material revisions to authorizers when wanting to make material changes to their educational program. Failure to do so can result in the District engaging in the intervention process outlined in the EPAFLC's Operational MOU Exhibit 6: School Intervention Protocol. (*See Attachment "D".*) EPAFLC is expected to consult with the District on any future potential changes to their programming prior to implementation so that the District can confirm whether compliance with the material revisions process is required.

Agreed Upon Action:

1. EPAFLC will implement the Graduation Requirements outlined in its current Charter Petition that was approved by the District Board on June 6, 2017.

2. If EPAFLC desires to implement the revised graduation requirements, it will work with the District collaboratively to submit a material revision for changing the graduation requirements and will ensure its alignment with the California Minimum Graduation Requirements.

Additional Actions Needed:

The District requests a response to the following concerns/requests for information by **no later than 5:00 PM on July 23, 2025**. Your responses should be directed to the District for my attention.

1. Please submit transcripts of all EPAFLC students identified as graduates for the 2024-2025 school year, along with documentation supporting their fulfillment of the Graduation Requirements outlined in the current Charter approved by the District Board on June 6, 2017.

Please contact the undersigned if you need any clarification regarding the items listed above in this Notice of Concern. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Phillip Gedeon
Coordinator of Charter School Oversight

Enclosures:

Attachment A - EPAFLC Charter Renewal Petition Graduation Requirements Chart
Attachment B - California Minimum High School Graduation Requirements
Attachment C - EPAFLC Email Correspondence 4.11.2025
Attachment D - EPAFLC Operational MOU Exhibit 6: School Intervention Protocol

CC: Glenn Vander Zee - Superintendent, East Side Union High School District
Teresa Marquez - Associate Superintendent, East Side Union High School District
Kirsten King - Director of Assessment & Accountability and Charter Oversight, East Side Union High School District
Dr. Pablo Reguerin - Board Chair, Escuela Popular Del Pueblo
Dr. Bernard Gifford – Board Member, Escuela Popular Del Pueblo
Sanjuana Ochoa – Board Secretory, Escuela Popular Del Pueblo
Mayra Mejia – Board Vice Chair, Escuela Popular Del Pueblo
Maria del Rocio Preciado – Board Member, Escuela Popular Del Pueblo
Robert Escobar – Board Member, Escuela Popular Del Pueblo

Attachment A

Table A.4: EPAFLC Graduation Requirements (Subject to Change)

EscuelaPopular

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
Phone: (408) 275-7191/Fax: (408)275-1595
www.escuelapopular.org

High School Graduation Requirements - A.F.L.C.

Updated August 17, 2017

ENGLISH LANGUAGE ARTS = 40 Credits

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Biology/Life Science (10 credits)
Physical Science (10 credits)

SOCIAL STUDIES = 30 Credits

World History & Geography (10 credits)
US History & Geography (10 credits)
US Government (5 credits)
Economics (5 credits)

FOREIGN LANGUAGE or PEFORMING ARTS = 10 Credits

Select from: Spanish, Art, Dance, and/or Guitar

PHYSICAL EDUCATION = 20 Credits

Physical Education, Zumba and/or Kickboxing

ELECTIVES = 60 Credits

Select from: English Language Development, Algebra Readiness Math Modules, Art, Physcial Education, Zumba, Kickboxing, Computers, Guitar, Health Education, Conversation, Dance. Excess credits earned in core courses may considered as elective credit.

COMMUNITY SERVICE = 5 Credits

40 hours of service of choice

TOTAL CREDITS REQUIRED = 205 CREDITS

California DEPARTMENT OF EDUCATION

Attachment B

State Minimum High School Graduation Requirements

Minimum set of courses required for high school graduation.

Beginning in the 1986–87 school year, California *Education Code (EC)* Section 51225.3 has specified a minimum set of courses to meet state requirements to graduate from high school and receive a diploma. The governing boards of local education agencies (LEAs) have the authority to supplement the state minimum requirements at the local level.

EC Section 51225.3 states that all pupils receiving a diploma of graduation from a California high school must have completed all of the following courses, while in grades nine to twelve, inclusive:

- Unless otherwise specified, each course shall have a duration of one school year:
  - Three courses in English
  - Two courses in Mathematics, including one year of Algebra I (*EC* Section 51224.5)
  - Two courses in Science, including biological and physical sciences
  - Three courses in Social Studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics. *(Note that pursuant to AB 2927 [2024], commencing with pupils graduating in the 2030-31 school year, a pupil who completes the below-referenced one-semester personal finance course requirement may elect to be exempt from this one-semester course in economics requirement.)
  - One course in Visual or Performing Arts, World Language, or Career Technical Education. For the purpose of satisfying the minimum course requirement, a course in American Sign Language shall be deemed a course in foreign language.
  - Two courses in Physical Education, unless the pupil has been exempted pursuant to the provisions of *EC* Section 51241
  - One semester of Ethnic Studies, commencing with pupils graduating in the 2029–30 school year (a course based on the model curriculum developed pursuant to Section 51226.7; an existing ethnic studies course; an ethnic studies course taught as part of a course that has been approved as meeting the A–G requirements; or a locally developed ethnic studies course approved by the governing board of the school district or charter school)
  - One semester of a separate, standalone course in Personal Finance, commencing with pupils graduating in the 2030-31 school year

The local governing board of the LEA with the active involvement of parents, administrators, teachers, and pupils, shall adopt alternative means for pupils to complete the prescribed course of study, which may include:

- Practical demonstration of skills and competencies
- Supervised work experience or other outside school experience
- Career technical education classes offered in high schools
- Courses offered by regional occupational centers or programs
- Interdisciplinary study
- Independent study
- Credit earned at a postsecondary institution

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to pupils, parents, and the public.

A school district shall exempt a pupil in foster care, as defined in Section 51225.2, or a pupil who is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, who transfers between schools any time after the completion of the pupil's second year of high school from all coursework and other requirements adopted by the governing board of the school district that are in addition to the statewide coursework requirements specified in Section 51225.3, unless the school district makes a finding that the pupil is reasonably able to complete the school district's graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school. See the California Department of Education Foster Youth Resources and Resources for Homeless Children and Youth webpages for additional information.

High School Graduation Frequently Asked Questions
Frequently asked questions regarding high school graduation requirements.

Courses Required for California Public University
The University of California and the California State University systems have established a uniform minimum set of courses required for admission as a freshman.

The entire California *Education Code* may be found in the California Law library.

Questions: High School Innovations and Initiatives Office | HSIIO@cde.ca.gov | 916-319-0893

Last Reviewed: Monday, November 18, 2024

EAST SIDE HIGH SCHOOL DISTRICT

Attachment C

Gedeon, Phillip <gedeonp@esuhsd.org>

Confirmation of Graduation Requirements in Charter Petition – No Material Revision

Patricia Reguerin <patricia@escuelapopular.org> Fri, Apr 11, 2025 at 4:51 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Kirsten King <kingk@esuhsd.org>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>

Dear Kirsten and Phillip,

Thank you again for your guidance and partnership throughout the petition feedback and revision process.

We are writing to confirm that Escuela Popular AFLC will not be submitting a material revision to the graduation requirements as part of our current charter renewal. The school will maintain the existing board-approved graduation credit model as outlined in our original petition.

We appreciate your continued collaboration and will ensure the necessary clarifications are made in the updated submission ahead of the upcoming board deadlines.

Please don't hesitate to reach out if additional documentation or clarification is needed.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Tue, Apr 8, 2025 at 8:13 PM Gedeon, Phillip <gedeonp@esuhsd.org> wrote:

> Aloha Patricia,
>
> Sounds good. I will send a calendar invite with a Zoom link.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

On Tue, Apr 8, 2025 at 4:42 PM Patricia Reguerin <patricia@escuelapopular.org> wrote:

Hello:
April 10th at 3:15 pm works best for us.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Tue, Apr 8, 2025 at 4:18 PM Gedeon, Phillip <gedeonp@esuhsd.org> wrote:

Aloha Patricia and Oliva,

The team has been reviewing the renewal petition submitted, and I have started the process of itemizing questions, changes, and additional items needed. There are three areas that we have identified that need immediate attention: 1) Measurable outcomes report with data from the current petition, 2) New measurable student outcomes and goals for the proposed renewal petition, and 3) Graduation course and credit requirement.

Please let us know which time slot below works best for you this Thursday. The meeting should take no longer than 45 minutes.

Meeting Options:

Thursday, April 10, 2025

- 10am - 12pm
- 2:30pm - 4pm

Items to Bring to the Zoom Meeting:

- Graduation requirements in such a way that can be used to evaluate a student's transcript and clearly the number of credits and courses needed for graduation.
- Current petition (approved)
- Submitted Renewal Petition

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Attachment D

MOU Exhibit 6: School Intervention Protocol

I. Intervention Authority and Responsibility

Pursuant to Education Code sections 47604.32 and 47607, the District has the legal authority and responsibility to oversee that the Charter School complies with the material terms of the Charter, pursues and meets the student outcomes identified in the Charter, adheres to generally accepted accounting principles, meets reporting requirements, complies with applicable law, monitors the fiscal condition of the Charter School, and does not engage in fiscal mismanagement. In addition, the District has the responsibility, under Education Code section 47607(d), to provide the Charter School reasonable opportunity to remedy a violation prior to revocation.

II. Process for Charter School Intervention

The decision to intervene in a school is precipitated by the District's reasonable belief that a specific school performance or compliance problem exists that indicates a material violation of the terms of the Charter, the MOU and/or applicable law. When engaging in School Intervention, the District shall, first and foremost, protect the interests of students and the public. To that end, the District shall engage in the following intervention procedures:

Statement of Concern(s) (Letter #1): Direct contact with the Charter School followed by a Letter stating the District's concerns. The Letter will reasonably state the District's concern; the basis or evidence on which the District's concern is founded; the result required to remedy the concern; the time in which the District expects the result to be achieved; and the means by which the District expects to verify achievement of the required result. Ordinarily, the District will provide the Charter School a minimum of fifteen (15) calendar days to achieve the required result.

Notice of Deficiency (Letter #2): In the event that the Charter School has failed to make meaningful progress in addressing the concern(s) identified in the initial Statement of Concern, the District will issue a Notice of Deficiency that identifies the deficiency, the basis or evidence on which it is founded, and the result required to remedy the deficiency. In addition, the District will require that the Charter School document and submit to the District the specific steps it is taking to remedy the deficiency and the anticipated completion date. The District will expect a satisfactory remedy within fifteen (15) calendar days from the date of the Notice unless the School shows good cause why that time should be extended. The District may at its discretion conduct additional oversight, including but not limited to one or more site visits, to monitor progress in remedying the deficiency.

Charter Probation (Letter #3): The District may in its discretion place the Charter School on Charter Probation and state the specific conditions of Probation including directing the school to take specific corrective action and to make substantial progress in addressing all remaining concerns by a specified date.

At its discretion, the District may appoint a school improvement team to supervise the corrective action and/or designate a monitor to evaluate the corrective action on an ongoing basis.

In addition, at its discretion, the District may impose any or all of the following Probation Sanctions pending satisfactory remedy of the concerns:

- Prohibit the school from enrolling any new students;
- Prohibit the school from expanding grade levels;
- Require professional development for leadership staff in areas of concern;
- Appoint a District representative or additional District representative (where there is already an existing District representative) to be an active and voting member of the Charter School's board of directors.

Charter Review (Letter #4): The District will restate the deficiencies and the Charter School's history of failure to correct or address those deficiencies. The District will develop recommendations to revoke the charter or to impose lesser sanctions. The District Board will decide whether to commence revocation proceedings.

Charter Revocation: If the District Board decides to commence revocation proceedings, the District shall schedule a District Board agenda item to hold a public hearing and consider revocation of the charter. The District shall provide written notice to the Charter School of the District's intent to revoke the charter and the facts in support of revocation.

No later than 30 days after providing the notice of intent to revoke the charter, the District shall hold a public hearing on whether evidence exists to revoke the Charter.

No later than 30 days after the public hearing, the District shall issue a final decision on the revocation. The District and the Charter School may agree to extend the date of the issuance of the final decision by an additional 30 days. Any decision to revoke the School's charter shall be based on written factual findings and supported by substantial evidence specific to the Charter School.

If the Charter School's charter is revoked based on the Charter School's failure to meet or pursue any of the student outcomes identified in the charter, or a material violation of any of the conditions, standards, or procedures contained in the Charter, the School shall continue to qualify as a charter school until such time as the Charter School has exhausted any appeals that it elects to pursue under Education Code section 47607(f).

III. Health and Safety

Nothing in the foregoing Process for Charter School Intervention shall impair the District's authority and legal duty to intervene in accordance with the Charter Schools Act and other applicable law, including the authority, pursuant to

Education Code section 47607(d), to revoke the charter immediately if necessary to remedy a severe and imminent threat to the health or safety of the Charter School's students.

Exhibit 11

NOTICE OF INTENT TO REVOKE
Escuela Popular Center for Training and Careers

This Notice of Intent to Revoke will be issued upon approval by the East Side Union High School District Board of Trustees

January 15, 2026

I. BACKGROUND

The East Side Union High School District ("District") Board of Trustees ("Board") initially approved the petition for the establishment of Escuela Popular Center for Training and Careers charter school ("EPCTC" or "Charter School") in 2004. On or about March 22, 2018, the District Board approved the petition to renew EPCTC's Charter for a five-year term from July 1, 2018, through June 30, 2023 ("Charter"). Pursuant to Education Code section 47607.4, EPCTC's Charter was automatically extended through June 30, 2026, by operation of law, and EPCTC's current Charter expires June 30, 2026.

The District and EPCTC also entered into a Memorandum of Understanding ("MOU") on or about July 1, 2018, outlining operating requirements, compliance deadlines, and authorizer and charter school relations. Pursuant to section 3.6.2 of the MOU, "The Charter School shall comply with all District requests for information about the management arrangement that are reasonably related to the District's fulfillment of its supervisorial oversight responsibilities and/or required for evaluation of the Charter School pursuant to the Charter and this MOU."

EPCTC is operated and governed independently by Escuela Popular del Pueblo, a California nonprofit public benefit corporation, and its Board of Directors ("EPDP")

EPCTC has been notified by the District on multiple occasions over the past several months about the credentialing requirements needed for the 2025-26 school year; and in prior communications to the District and verbally to the District Board at its meeting on May 8, 2025, EPDP Leadership acknowledged their awareness of the credentialing requirements effective July 1, 2025, and assured that 100 percent of EPCTC's teaching staff would hold valid California teaching credentials and, where applicable, EL Authorizations, in full compliance with Education Code section 47605(l) and the Charter for the 2025-2026 school year.

Despite receiving multiple written and verbal notices from the District, notifying EPDP Leadership (both the Executive Director and the Board) of credentialing compliance concerns and deficiencies, and EPDP's acknowledged understanding of the requirements, EPDP Leadership has failed to take sufficient corrective actions to address the violations at issue. As a result, and since the District views EPCTC's material violations of its Charter and violations of law as grounds for revocation, on October 16, 2025, the Board approved issuance of a Notice of Violation ("NOV") to EPCTC pursuant to Education Code section 47607. In the NOV, the District identified EPCTC's violations and included all evidence relied upon by the District as Exhibits. In the NOV, the District identified EPCTC's violations, documented specific factual findings, and provided evidence to support each of the legal grounds for revocation. The NOV also provided EPCTC with a reasonable opportunity to respond to and/or remedy the violations by November 17, 2025. *(See NOV and its Exhibits A-O.)*

At the request of EPDP, District staff met with EPDP staff on October 15, 2025, in advance of the October 16 Board meeting to discuss EPDP's questions related to the proposed NOV. At that time, District staff clarified the District's role and obligations as an authorizer is to oversee compliance with the Charter approved by the Board. This was reiterated by Superintendent Vander Zee verbally at the October 16 Board meeting, noting that the District's role in the revocation process is as authorizer, that the decisions made by EPDP and the path towards compliance are to be made by EPDP as authorized by the EPDP Board, and that the District's responsibility as authorizer is to review and assess any refutation and/or response for compliance with the law and the approved Charter.

On November 17, 2025, EPCTC timely submitted its response ("EPCTC Response") to the NOV. *(See EPCTC Response dated 11/17/25 and Exhibits A-K.)*

In its Response, EPCTC asserts that the District is denying the Charter School a reasonable opportunity to remedy the NOV violations, referencing the District's unwillingness to engage in mediation or dispute resolution using the dispute resolution process outlined in the EPCTC Charter before continuing with the charter revocation process. However, as acknowledged in the email and enclosed correspondence from the EPDP Board to the District on or about November 5, 2025, the District is not obligated to participate in the dispute resolution process outlined in the Charter.

Furthermore, as outlined in the NOV and its Exhibits, EPCTC has been afforded multiple opportunities well beyond what the Education Code requires over a several month period to come into compliance with the credentialing requirements specified in Education Code section 47605(l), yet EPCTC has failed to take the actions needed to address its non-compliance and continues to provide instruction to its students using teachers who do not hold the appropriate credential and English Learner Authorization for their teaching assignment as required by the Education Code and its Charter.

II. NOTICE OF INTENT TO REVOKE

District staff have evaluated the EPCTC Response and any supporting evidence, and determined that EPCTC failed to refute to the District's satisfaction, or remedy all the violations identified in the NOV. EPCTC's violations are continuing, including material violations of the Charter and violations of the law. Consequently, District staff recommends that the Board issue this Notice of Intent to Revoke and notice of facts in support of revocation to EPCTC ("NIR") pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations ("Section 11968.5.2").

Upon the Board's determination that EPCTC failed to refute to the District's satisfaction, or take remedial action specific to each of the alleged violations identified in the NOV, it will adopt and issue this NIR to the EPDP Board of Directors based on the grounds for revocation set forth below:

1. EPCTC committed a material violation of the conditions, standards, or procedures set forth in the charter.

2. EPCTC violated any law.

The findings below and substantial evidence in support of issuing the NIR to EPCTC conform to the standards and procedures of Education Code section 47607 and Section 11968.5.2. This report provides the District Board with a summary of the violations identified in the NOV, the EPCTC's Response, and the District staff's analysis of the EPCTC Response and findings.

III. LEGAL AUTHORITY

Per Education Code section 47607(f):

> A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:
>
> (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
> (2) Failed to meet or pursue any of the pupil outcomes identified in the charter.
> (3) Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.
> (4) Violated any law.

A chartering authority commences the revocation process with the issuance of a Notice of Violation that includes a reasonable opportunity to remedy the identified violations. (Ed. Code § 47607(g).) Section 11968.5.2(c) outlines the obligations of a charter school governing body once a Notice of Violation is received:

> Upon receipt of a Notice of Violation, the charter school's governing body, as described in the school's charter, if it chooses to respond, shall take the following actions:
>
> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; and
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Per Section 11968.5.2(d), after conclusion of the reasonable opportunity to remedy period specified in the NOV, the chartering authority:

> [S]shall evaluate the response of the charter school's governing body as described in the school's charter response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:
>
> (1) If the chartering authority has substantial evidence that the charter school has failed to refute to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or

(2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.[1]

On a date no later than 30 days after providing the NIR, the chartering authority shall hold a public hearing in the normal course of business on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. (Ed. Code, § 47607(h); Section 11968.5.2(f).)

IV. NOTICE OF FACTS AND FINDINGS IN SUPPORT OF REVOCATION

In addition to, and in support of, the factual bases for issuance of this NIR set forth below, the District incorporates all of the evidence, including supporting documentation, included in the NOV.

A. VIOLATIONS OF LAW

Violations of Law – Failure to Comply with Teacher Credentialing Requirements

1. District NOV Findings

Education Code section 47605(l) provides in part: "Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority."

The District determined that a significant percentage of EPCTC teachers did not possess the appropriate teaching credential(s) and/or English Learner (EL) Authorization for their teaching assignment and therefore found that EPCTC was not in compliance with California Education Code section 47605(l) as it failed to ensure that all teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment in violation of Education Code section 47605(l).

The NOV (and its referenced Exhibits) outlined the District's multiple attempts over several months to get EPCTC to come into compliance with the credentialing requirements, and found that EPCTC failed to take the actions needed to address its non-compliance and continued to provide instruction to its students using teachers who do not hold the appropriate credential and EL Authorization for their teaching assignment as required by the Education Code.

[1] If the chartering authority does not act, as specified in Section 11968.5.2(d), within 60 calendar days of the conclusion of the remedy period specified in the NOV, the revocation process is terminated and the NOV is void.

2. EPCTC Response to NOV

In the EPCTC Response, EPCTC acknowledges that all EPCTC teachers must comply with the credentialing requirements specified in Education Code section 47605(l), and asserts that, as of October 16, 2025, EPCTC was in compliance with the requirements of Education Code section 47605(l) and refutes some of the evidence included with the NOV, citing alleged inaccuracies.

Despite EPCTC's refutation of the violation asserted in the NOV, EPCTC represents that it is working to ensure that no teacher is misassigned, and as of November 17, 2025, EPCTC asserts that it has implemented the following remedial plan:

- Resolve all current vacancies (as of November 17, 2025) by the end of January 2026 by replacing the substitute teacher with a credentialed long-term teacher. No substitute teacher will serve longer than 30 days in a classroom.
- Continue the recruitment and hiring effort throughout the remainder of the 2025-2026 school year so that the courses currently taught by teachers working double shifts can also be re-staffed for the 2026-2027 school year
- Implement a Credential Compliance Dashboard by February 20, 2025.
    - Use an automated system that tracks:
        - Credential type and authorization
        - Bilingual authorization status
        - Renewal dates and expiration alerts
        - SEID completion and CALPADS data accuracy
- Develop an Annual Internal Credentialing Calendar by January 23, 2025.
    - Include:
        - Fall assignment review
        - Mid-year audit
        - Spring renewal check
        - Annual leadership training on credential compliance
- Strengthen Credential Knowledge for HR Staff and Leadership
    - Any staff directly involved in credentialing should attend the Annual CCAC (Credential Counselors and Analysts of California) Conference.
    - Any staff directly involved in credentialing should attend all regional training offered by CCAC.
- Strengthen Hiring Practices
    - Include credential verification at the screening stage.
    - Require all candidates to provide preliminary credential documentation before interviews.
    - Create a bilingual teacher hiring strategy targeting credentialed, authorized educators.
- Provide Leadership & Teacher Training on Assignment Monitoring
    - Train leadership and department leads on CTC assignment rules.

- Offer annual refreshers on local assignment options and what can/cannot be used in DLI programs.

- Conduct Quarterly Mini-Audits
  - Review assignments at the start of each quarter.
  - Cross-check the CTC status of each teacher.
  - Update CALPADS staff assignment records regularly.

3. District Analysis of EPCTC Response and Findings

Staff Finding(s): EPCTC Failed to Refute or Remedy this Violation to the District's Satisfaction

As outlined below and in the referenced Exhibits, EPCTC has failed to refute or remedy its violation of the law identified in the NOV to the District's satisfaction. Specifically, EPCTC has failed to take the necessary actions to address its non-compliance and continues to provide instruction to its students using teachers who do not hold the appropriate credential and English Learner (EL) Authorization for their teaching assignment, as required by Education Code Section 47605(l). On October 16, 2025, EPCTC claimed to have 100% of its teachers in compliance with the requirements of Education Code section 47605(l) and their Charter, and refuted the District's claims that EPCTC was in violation of teacher credentialing requirements.

However, the District finds, based on substantial evidence, that EPCTC has failed to refute and/or remedy the violations identified in the NOV to the District's satisfaction.

Evidence Supporting Ongoing Non-Compliance.

9/28/2026 - Re: Candidate Review – Potential STSP in Spanish *(NIR, Exhibit A.)*	• Email communication between the EP HR Manager and ESUHSD Personnel Technician II regarding EPDP's interview of a candidate who does not hold a valid teaching credential or EL Authorization. • The District reiterated that the goal for EPDP is to hire fully credentialed teachers; thus, they should focus on candidates who already have the appropriate teaching credentials before considering applicants who require an emergency credential. Candidates can reapply at a later time once they have completed the necessary requirements and then be reconsidered. Before considering hiring a candidate who requires an emergency credential, we want to ensure that every effort has been made to find a fully qualified teacher.
10/16/25 - EPCTC Presentation at the East Side Union High School Board Meeting	• The EPDP Leadership and attorneys state, as of today [October 16, 2025], that they believe every single teacher in the school holds a credential, certificate, or permit entitling them to teach. The school has made a number of changes, including applying for temporary county certificates and applying for emergency waivers. Evaluating each teacher one-by-one to determine what is it that they needed in order to be able to teach.

	● The EPDP Leadership and attorneys provided the District Board with a binder that is broken out by individual teacher, and behind each teacher's name is the credential, certificate, or permit that entitles them to teach in the state of California. ● The EPDP Leadership and attorneys represented that the binders are evidence of EPCTC being in 100% compliance with Education Code section 47605(l) and its Charter. Specifically, as of October 13, 2025, District staff will find 100% of EPCTC's teachers having a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment. ● The EPDP Leadership and attorneys stated that the school needs to understand why there is a disagreement about a staff person being properly credentialed, because they believe the school is now in compliance. They genuinely want to know why so that they can address it. They want to address it. They are trying to address it. If District staff have any questions or findings, they should communicate them directly and quickly, so that the school has the remainder of the cure period to work to address any unresolved issues. ● The EPDP Leadership and attorneys stated that the school board has made the decision to retain a talent search firm to help them identify people who already have clear California credentials. The reason for hiring the talent search firm is to fill those spots with permanent, clear, and fully credentialed teachers. ● The EPDP Leadership and attorneys stated that there was information in the binder being presented to the District Board that District staff is unaware of as of this [October 16, 2025] board meeting that night.
10/17/2025 - Analysis of EP Credential Binder Presented to the District Board *(NIR, Exhibit B.)*	Staff's analysis of the Binder contents, included the following: ● Escuela Popular attorneys represented that EPDP had fifty-four (54) teachers, all of whom had the necessary certifications, authorizations, permits, etc. ● The binder, however, included only fifty (50) names, along with backup documentation. The District identified a total of fifty-eight (58) teachers for EPCTC/EPAFLC. This resulted in eight (8) teachers being unaccounted for, and eighteen (18) teachers identified in the Oct 16 binder that did not appear in EPAFLC and EPCTC's response to the Notice of Probationary status.

	● Escuela Popular Credentialing binder contained two (2) spreadsheets (1 for EPFLC and one for EPCTC) and tabbed sections organized by staff name, certifications, authorizations, permits, etc. ● An incomplete credentialing binder was provided to the District Board. Eighteen (18) persons identified in the Oct 16 binder do not appear in the binder when comparing to EPDP's response to the Notice of Probationary status.[2] ● A total of thirty-one (31) teachers were identified. ● A total of four (4) additional teachers were identified on the master schedule, but was not provided in the binder. ● Twenty-Six (26) teachers were identified as fully credentialed. ● Eight (8) teachers were identified as 30-day substitute teachers and are unable to obtain an EL Authorization. ● Three (3) out-of-compliance teacher, due to expired credentials or EL Authorizations. ● Four (4) teachers are listed on the master schedule for EPCTC/EPAFLC that were not included in the binder. ● Three (3) teachers were identified as having a one-year emergency waiver, permit, or authorization.
10/27/2025 - EPCTC Charter Renewal Visit Credential Analysis Email Communication to EPCTC (*NIR, Exhibit C.*)	Staff findings included the following: ● During the 2024-25 oversight process, the District had the following findings. ○ Ten (10) out of 30 teaching positions are filled with a substitute with a 30-day substitute permit. ○ Nine (9) out of 30 teaching positions are filled with a substitute without an EL Authorization. ● ECPTC has a high number of 30-day substitutes. ● EPCTC has a high number of 30-day substitutes who lack the expertise and EL Authorization to teach EPCTC's student population, as outlined in EPCTC's charter. ● EPCTC continues to interview candidates who do not possess a valid teaching credential and EL authorization, despite continual reminders from District Staff regarding EPCTC's actions as outlined

[2] Binders submitted by EPDP and their counsel on October 16, 2025, contained inconsistent content and multiple copies were incomplete (missing documents).

	in their action plan, as stated in their Notice of Probationary Status and Notice of Violation. ● EPCTC has not hired new teachers who have a valid teaching credential or EL Authorization.
11/4/2025 - NBC Bay Area News Broadcast	Patricia Regurin, EPDP Executive Director, stated during the interview: ● Prior to 2019, Charter schools could have non-core elective classes taught by non-certificated teachers. Schools had five years to comply. Beginning in June of this year, a new law requires that even those teaching ESL classes need a certificate to comply with the law. ● 67% of EPDP teachers are fully credentialed.
11/17/2025 - Fox 2 KTVU News Broadcast	● During an interview with Fox 2, an EPDP representative stated that EPDP believes it has fixed the problem. They used a talent acquisition firm to hire more teachers, asked teachers to double up on classes, and paid teachers to obtain teaching credentials.
11/17/2025 - Escuela Popular CTC Response to Notice of Violation *(NIR, Exhibit D.)*	See the above section 2, EPCTC Response to NOV.
11/17/2026 - EP Substitute Vendor Contract and Credential Email Communication 11.17 *(NIR, Exhibit E.)*	● Email communication between EP Leadership and the Coordinator of Charter School Oversight regarding the date by which the District will be able to receive the contact information and credentials for substitutes employed by Vertex Education. ● EP failed to provide a date or the requested documentation.
12/2/2025 - EP New Hire Email Communication 12.2 *(NIR, Exhibit F.)*	● Email communication between the EP HR Manager and the Coordinator of Charter School Oversight regarding EPDP's interview of a candidate who does not hold a valid teaching credential or EL Authorization. ● The District reiterated that EPCTC should seek and hire candidates who are credentialed for the teaching assignment(s) for which they are assigned. As previously stated, hiring 30-day substitutes to replace existing vacancies only results in EPCTC and EPAFLC maintaining the current level of vacancies, rather than reducing the number of vacancies. This approach to staffing does not allow EPCTC and EPAFLC to demonstrate to the District that they are making adequate progress in addressing the District's concerns outlined in the notification of probationary status dated August 29, 2025, and the Notice of Violation.

12/11/2025 - Failure to Provide Access to Information for Charter Oversight and Renewal in a Timely Manner 12.11.2025	Notice of Concern sent to the EPDP Board outlining three instances in which the Executive Director of the Charter Schools, Patricia Reguerin, (the "Executive Director") has failed to provide timely access to the requested information and resources necessary for the District to conduct its required oversight function and charter renewal process. Resulting in delays that hinder the District's statutory oversight responsibilities and place the Charter Schools at risk of noncompliance. Below are the three instances cited: ● Delay in Providing User Credentials and Access to PowerSchool Student Information System ● Delay in Providing Contracts of All EPCTC Employees ● Delay in Providing a Private Room and Staff Meeting Schedule for Annual Oversight Visit on November 18, 2025
1/13/2026 - EP Internal Substitute Tracker *(NIR, Exhibit G.)*	Staff findings included the following: ● The substitute tracker is not up to date. Last entry was dated 12.11.2025 ● Two (2) of the 30-day substitute teachers were out of compliance in their current assignment by remaining in their current position for more than 30 days. ● Twelve (12) of the 30-day substitute teachers are within 10 days of being out of compliance in their current assignment by remaining in their current position for more than 30 days.

Progress Status on EPCTC's Probationary Status Action Plan Goals

In EPCTC's response to the Notice of Probationary Status letter from the District dated August 28, 2025, EPCTC included a Corrective Action Plan (CAP) to address credentialing deficiencies (*See NOV, Exhibit H.)* The following tables include the stated action and date by which EPCTC indicated they would complete the action in the CAP, and the District's findings regarding the status of completion of each respective action as of 1/13/26.

Goal 2 Action Plan: Ensure that 100% of EPCTC teaching staff hold valid California teaching credentials and, where applicable, EL Authorizations, in full compliance with Education Code §47605(l) and the Charter.

Action	Completion Date	Status as of 1.13.2026
Conduct a full audit of all current teachers' credentials and EL authorizations	Sept. 8, 2025 & Ongoing	Undetermined (No Evidence Provided to the District by EPCTC)
Submit credential audit results to the District.	Sept. 15, 2025	Completed
Submit emergency credential/permit applications through ESUHSD HR (Haydee Cisneros).	Sept. 15, 2025 & ongoing	Partial
Reassign or replace any teachers lacking valid credentials/authorizations. Classes will be reassigned with teachers who hold a valid teaching credential and EL authorization ● Reaching out to known contacts who may be interested in these roles ● Recruiting HR Manager, retired teachers who are qualified for the positions and interested in work hours ● Filling the positions with 30-Day Substitute Teachers, only as needed, while recruiting efforts are ongoing Teachers who hold a TCC will be reassigned or replaced if their CTC application is denied. Re-assign employees to non-credentialed roles who have been identified as misassigned, to the extent such roles are available. ● CTE credentialed teachers teaching ELD Courses will be reassigned to serve as the paraprofessionals supporting the primary teacher.	Sept. 29, 2025 & Ongoing	Partial (Some classes were reassigned to 30-day substitutes who are not available to obtain EL-Authorizations) No evidence provided on re-assignment of employees to non-credentialed roles. Non-credentialed teachers were identified during the Oversight Visit as delivering instruction while the substitute teacher was seated in the classroom.
Post various positions and actively recruit credentialed teachers. Hire Credential Analyst (1) Hire Talent Recruitment Specialist (1), Recruiters (2)	September 8, 2025	Undetermined (No Evidence Provided to the District by

		EPCTC)
Provide coaching/support for teachers completing credential or EL Authorization requirements.	Oct. 1, 2025	Undetermined (No Evidence Provided to the District by EPCTC)
Conduct a full credential compliance audit and report results to the District.	February 2026	Pending

Goal 2 Action Plan: Implement a fully compliant Designated ELD instructional program in accordance with Education Code §47605(l) and the Charter.

Action	Completion Date	Status as of 1.13.2026
Assign credentialed teachers with EL Authorization or CTC-approved documentation to each ELD course.	Sept. 16, 2025 & Ongoing	Completed (Four (4) 30-day substitutes who are unable to obtain an EL Authorization)
Monitor and support the ongoing implementation of the ELD program.	By October 1, 2025, all ELD classes will be staffed with credentialed teachers, with quarterly monitoring in place to ensure ongoing compliance."	Completed (Four (4) 30-day substitutes who are unable to obtain an EL Authorization)

EPCTC's Notice of Violation Remediation Plan – Progress Status

The following table shows EPCTC's stated action and date by which EPCTC indicated they would complete the action as stated in its Remediation Plan included in its response to the NOV, and the District's findings regarding the status of completion of each respective action as of 1/13/26.

Action	Completion Date	Status as of 1.13.2026
Resolve all current vacancies (as of November 17, 2025) by the end of January 2026 by replacing the substitute teacher with a credentialed long-term teacher. No substitute teacher will serve longer than 30 days in a classroom.	Part I: November 17, 2025 Part II: End of January 2026	Part I: Completed (Unclear of the definition of "resolve") Part II: Pending (Only one (1) new hire has been processed with a valid teaching credential and EL Authorization)
Continue the recruitment and hiring effort throughout the remainder of the 2025-2026 school year so that the courses currently taught by teachers working double shifts can also be re-staffed for the 2026-2027 school year.	Ongoing	Undetermined (No plan, timeline, or tracker has been provided to the District by EPCTC)
Implement a Credential Compliance Dashboard by February 20, 2025. Use an automated system that tracks: ▪ Credential type and authorization ▪ Bilingual authorization status ▪ Renewal dates and expiration alerts ▪ SEID completion and CALPADS data accuracy	February 20, 2025* *Year is incorrect. Should be 2026.	Undetermined (No Evidence Provided by EPCTC)
Develop an Annual Internal Credentialing Calendar by January 23, 2025. Include: ▪ Fall assignment review ▪ Mid-year audit	January 23, 2025* *Year is incorrect. Should be 2026.	Undetermined (No Evidence Provided by EPCTC)

▪ Spring renewal check ▪ Annual leadership training on credential compliance		
Strengthen Credential Knowledge for HR Staff and Leadership ▪ Any staff directly involved in credentialing should attend the Annual CCAC (Credential Counselors and Analysts of California) Conference. ▪ Any staff directly involved in credentialing should attend all regional training offered by CCAC.	No Date Provided	Undetermined (No Evidence Provided by EPCTC)
Strengthen Hiring Practices ▪ Include credential verification at the screening stage. ▪ Require all candidates to provide preliminary credential documentation before interviews. ▪ Create a bilingual teacher hiring strategy targeting credentialed, authorized educators.	No Date Provided	Not Implemented (EP continues to screen, interview, and hire candidates without valid teaching and/or EL Authorizations despite repeated communication from District staff regarding adherence to this action goal)
Provide Leadership & Teacher Training on Assignment Monitoring ▪ Train leadership and department leads on CTC assignment rules. ▪ Offer annual refreshers on local assignment options and what can/cannot be used in DLI programs.	No Date Provided	Undetermined (No Evidence Provided by EPCTC)
Conduct Quarterly Mini-Audits ▪ Review assignments at the start of each quarter. ▪ Cross-check the CTC status of each teacher. ▪ Update CALPADS staff assignment records regularly.	No Date Provided	Undetermined (No Evidence Provided by EPCTC)

The District has analyzed all evidence submitted with EPCTC's response to the NOV, including the remedial plan outlined in EPCTC's response, and EPCTC's continued failure to ensure that all of its teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment. Accordingly, the District has determined that EPCTC failed to refute or remedy this violation to the satisfaction of the District.

B. VIOLATIONS OF CHARTER

Violation of Charter – Teacher Credentialing Requirements

1. District NOV Findings

The Assurances included in the EPCTC Charter expressly state that EPCTC:

> 9. Will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary.
>
> 10. Will ensure that teachers in the school hold a Commission on Teacher Credentialing certificate permit, as required by law.

Element 5, "Employee Qualifications" in the Charter (p. 30) also provides:

> EPCTC retains and employs teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing.

As outlined by the evidence provided in the NOV and its Exhibits, the District found that by failing to ensure that all of its teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment, EPCTC violated the conditions set forth in its Charter.

2. EPCTC Response to NOV

In the EPCTC Response, EPCTC acknowledges that the EPCTC Charter specifically states that Education Code section 47605(l) is the applicable credentialing standard, and that the references to the credentialing requirement in the Charter identified in the NOV are simply a requirement that EPCTC comply with California credentialing law in its assignment of teachers to courses. EPCTC then asserts, for the reasons it provided in response to the violation of law identified in the NOV, that as of October 16, 2025, EPCTC was in compliance with the requirements of Education Code section 47605(l).

After refuting the Charter violation identified in the NOV, EPCTC represents that it is working to ensure that no teacher is misassigned, and that, as of November 17, 2025, EPCTC has implemented the remedial plan outlined above.

Staff Finding(s): EPCTC Failed to Refute or Remedy this Violation to the District's

The District hereby incorporates its findings above regarding Violation of Law regarding teacher credentialing requirements in support of its findings and determination that EPCTC has failed to refute or remedy its violation of its Charter to the District's satisfaction.

In addition to the content identified above, the description of EPCTC's educational program under Element 1 of its Charter states the following about its program and the student population it serves:

- "The majority of EPCTC's students have either never attended traditional schools or were unsuccessful in traditional schools because of their unique needs." (p. 5)

- "Students have had interrupted cycles of education in the United States and/or in their home countries." (p. 5)
- "The majority of EPCTC students come to the school performing well below grade level in Language Arts and Mathematics." (p. 5)
- "Description of Instructional Approaches and Strategies: EPCTC is achieving its mission by implementing strategically selected practices, concepts, and models. The design of this charter school is based upon the collection of best practices and experiences of the founding members, who have over 75 years of experience and training working with this target population. In addition, EPCTC draws upon the expertise of the CTC staff to codevelop relevant, engaging job skills courses that complement the academic program and provide the target population with the skills and habits they need to enter a highly-skilled workforce. Below are the core practices, concepts, and models that EPCTC employs." (p. 9)
- "Many of EPCTC's students are native Spanish speakers with a great need for intensive English language development. Therefore, the curriculum calls for pre-literacy intensive English instruction, where students are routinely assessed on English language development and grouped based upon their language proficiency. As their proficiency develops, multiple content areas such as Social Studies and Sciences, are introduced with primary language support." (p. 9)
- "EPCTC recruits, trains, and retains bilingual teachers who share a common philosophy and are dedicated to being successful with English language learners, which comprises the majority of the neighborhood community." (p. 14)
- "EPCTC attempts to diagnose and discover the academic strength and level of each student, and build individual academic plans that are appropriate to their needs. EPCTC focuses upon:
  • intensive English language development instruction with conceptual and primary language support (Spanish)
  • continuous and routine assessment of English language development
  • student-responsive scheduling based on academic level
  • individualized academic plans
  • college and workforce preparation
  • upon achieving an emerging level of English language development, then transitioning to multiple disciplinary studies.
  • developing bilingual and bi-cultural students" (p. 11)
- "Students who are recent immigrants and for whom the U.S. school experience is new and intimidating. Students' primary language is Spanish." (p. 36)

The demographics and specific needs of its students, as identified in the EPCTC Charter, underscore the importance of having high-quality teachers with in-depth training in supporting students with limited English proficiency. To comply with its Charter, all EPCTC teachers are required to possess a Cross-Cultural, Language, and Academic Development (CLAD) Authorization. While 30-day substitute teachers may play a limited role in short-term coverage, the District believes that they are not qualified to serve as a primary instructional solution for EPCTC due to the complex linguistic, academic, and social-emotional needs of the student population being served, as outlined in the Charter.

First, EPCTC serves an almost entirely English Learner population that requires specialized, authorized instruction. Data cited in the Charter identifies that 99.2% of students are English Learners, many of whom are adult newcomers, monolingual Spanish speakers, and students with interrupted or limited formal education. Instruction for this population requires Designated and Integrated English Language Development, language objectives aligned to content standards, SDAIE strategies, and consistent scaffolding. EPCTC serves students who experience extreme transiency, with stability rates as low as 11-

22%, compared to 86% in the district and 91% statewide. Many students enroll on a rolling basis, balance employment and parenting, and may only remain enrolled for limited periods.

For these students, every instructional day matters. Thirty-day substitutes, by definition, provide temporary coverage and are not positioned to:

- Develop individualized academic plans,
- Monitor English language growth,
- Adjust instruction based on ongoing assessment data,
- Participate meaningfully in MTSS, SST, or credit recovery planning.

This lack of continuity, due to the 30-day classroom limit, undermines the EPCTC's instructional program as described in its Charter because it is unable to replicate or sustain the instructional practices necessary for producing the desired academic outcomes.

Furthermore, 30-day substitutes are not required to hold an EL Authorization and therefore lack the formal training and authorization needed to provide English Learner instruction legally and effectively at the scale outlined in EPCTC's Probationary Status CAP and the remedial plan in EPCTC's response to NOV. (EPCTC is a school where EL instruction is the norm rather than the exception; relying on non-EL-authorized substitutes would deny students access to the curriculum outlined in the Charter and raise concerns about equity and compliance.

As outlined by the evidence provided above and attached as Exhibits, the educational program and instructional model described in the Charter, its student population served, and the instructional model written in EPCTC's Charter, requires EPCTC to ensure that all of its teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment and to have a reliance on a revolving of 30-day substitute teachers.

Additional findings in support of the District's determination include:

1. EPCTC has failed to sufficiently refute or remedy the violations to the District's satisfaction. EPCTC has identified a total of thirty (30) teachers, of which:

    - Only fifteen (15) teachers were identified as fully credentialed;
    - Seven (7) 30-day substitute teachers are unable to obtain an EL Authorization;
    - Nine (9) teachers were identified as having a one-year emergency waiver, permit, or authorization, and one out-of-compliance teacher, due to EPCTC not providing any credentialing information, has been provided to the District.

    Furthermore, EPCTC is out of compliance with Education Code section 47605(l) and its Charter due to having one out-of-compliance teacher being staffed by a third-party substitute agency and seven (7) 30-day rotational substitute teachers who are unable to obtain an EL Authorization.

2. EPCTC has failed to comply with Education Code section 47605(l) and its Charter by providing sufficient documentation of rotating all 30-day substitute teachers. The District has identified two (2) of the 30-day substitute teachers who are out of compliance in their current assignment by remaining in their current position for more than 30 days, and twelve (12) of the 30-day substitute

teachers are within 10 days of being out of compliance in their current assignment by remaining in their current position for more than 30 days. Additionally, EPCTC has failed to maintain its internal substitute tracker; the last entry in the tracker is dated November 12, 2025. Furthermore, the substitute tracker is missing days, which hinders the District's ability to identify who is actually the teacher in the classroom.

3. EPCTC has publicly provided inconsistent and, at times, contradictory information regarding the current credentialing status and progress of its teachers. This inconsistency and absence of information have resulted in the District being unable to adequately monitor the progress of EPCTC's Probationary Status action plan and the NOV response remedial plan. EPCTC has not made satisfactory progress in demonstrating its ability to recruit, hire, and onboard teachers who possess a valid teaching credential and EL authorization for their teaching assignment.

4. Thirty-day substitute teachers are designed to address temporary staffing gaps, not to serve as a solution to filling vacancies for an entire school year, where:

    - Over 99% of students are English Learners,
    - Students are facing extraordinary linguistic, academic, and social barriers, and
    - Instruction must be specialized, continuous, and relationship-based to be effective.

For EPCTC and the student population it serves, qualified, credentialed, and EL-authorized teachers are essential, not optional. Reliance on 30-day substitutes undermines the quality of instruction, disrupts continuity of instruction, and fails to meet the documented needs of the students the school is legally obligated to serve.

Accordingly, the District has determined that EPCTC failed to refute or remedy this violation to the satisfaction of the District.

V. CONCLUSION

The District Board has determined, based on substantial evidence, that EPCTC has failed to refute or remedy to the District's satisfaction all the violations set forth in the NOV. Accordingly, the District Board hereby issues this **Notice of Intent to Revoke** to EPDP as the governing body of EPCTC.

PLEASE TAKE NOTICE that a public hearing regarding the revocation of EPCTC Charter will be held at a special meeting as follows:

Date:	**February 5, 2026**
Time:	**6:30 p.m.**
Location:	**East Side Union High School District** **830 N. Capitol Avenue** **San Jose, California**

The District Superintendent or designee shall send the Notice of Intent to Revoke to:

Escuela Popular Del Pueblo Board of Directors
149 North White Road
San José, CA 95127

Exhibit A

EAST SIDE HIGH SCHOOL DISTRICT

Gedeon, Phillip <gedeonp@esuhsd.org>

Re: Candidate Review – Potential STSP in Spanish

2 messages

Cisneros, Haydee <cisnerosh@esuhsd.org> Thu, Sep 18, 2025 at 3:29 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>, Phillip Gedeon <gedeonp@esuhsd.org>

Good afternoon Cindy,

Based on my understanding, the communication with Escuela and the District centers on hiring credentialed teachers. Given that the goal is to hire fully credentialed teachers, I recommend focusing on candidates who already have the appropriate teaching credentials before considering applicants who require an emergency credential.

I would not move forward with this candidate, as they do not hold a credential at the time of applying. This candidate can reapply at a later time once they have completed the necessary requirements and then be reconsidered.

Can you provide the following information to us:

How long has the job posting been up?
How many applications have been submitted? - Can we get a copy of those applications
How many candidates have been considered for the position?
Have you interviewed for this position?
Where have you advertised this position? ex. EdJoin, career fairs, universities, etc.

Before you consider hiring a candidate who requires an emergency credential, we want to be sure that every attempt to find a fully qualified teacher has been executed.

thank you,

On Wed, Sep 17, 2025 at 4:17 PM Cindy Cortes <Cindy@escuelapopular.org> wrote:

> Hi Haydee,
>
> We have a candidate who applied to teach our ELD classes but currently does not hold a credential. She is in the process of completing her Multiple Subject credential with BCLAD authorization, but still needs to finish some required tasks, which she is actively working on.
>
> Based on her coursework, we believe she may qualify for an STSP in Spanish. This permit includes an EL Authorization, which would allow her to teach our Spanish PM classes as well as some of our ELD classes.
>
> Would you be able to review her transcripts to verify that she qualifies for the STSP? We also plan to work closely with her to complete her TPAs for the Multiple Subject credential.
>
> Thank you for your guidance and support with this.
>
> Best regards,
> Cindy
>
> --
> Cindy Cortes, HR Manager
> Office: (408) 275-7191 ext. 1012
> Cell: (408) 426-6591
> Fax: (408) 919-4499

Educates to Transform Lives

Childcare, Dual Language, & High School Academies
149 N. White Road, San Jose, CA 95127

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--
Haydee Cisneros
Human Resources
East Side Union High School District
Personnel Technician II | Education Center
Workers' Comp Fax 408.347.5078
T 408-347-5252

Cindy Cortes <Cindy@escuelapopular.org> Thu, Sep 25, 2025 at 2:29 PM
To: "Cisneros, Haydee" <cisnerosh@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>, Phillip Gedeon <gedeonp@esuhsd.org>

Hello Haydee,

Thank you for your email and guidance regarding this position.

We will not be hiring this candidate as a Teacher at this time. Instead, we plan to bring them on as a Teacher Substitute (so long as they have a 30-day Substitute Permit) and transition them into a Teacher role once they have obtained their credential.

Per your request, here is the information regarding our recruitment efforts for this position:

- How long the job posting has been up: The posting has been live since the second week of September.
- Number of applications submitted: We have received several applications, and I will share our applicant tracking spreadsheet with you for your review.
- Number of candidates considered: Please refer to the candidate tracking folder.
- Interviews conducted: Yes, please review the candidate tracking folder.
- Where we have advertised the position: The job posting has been advertised on EdJoin and on our school's website. We are also looking to post the position in other locations and are working with other hiring organizations that may be able to assist us in recruitment.

We will continue to make every effort to find a fully credentialed teacher before considering emergency credential routes. Please let me know if you need any additional information or documentation.

Thank you for your continued support and guidance.

Best regards,
Cindy

[Quoted text hidden]

Exhibit B

EPCTC 2025-2026 Teacher Credential Analysis Tallys

Updated: 1.15.2026

Binders	Q2	Staff Last Name	Staff First Name	School-Site	Assignment	Teaching Credential	EL Authorization	Credential Status	Findings	Needed Credential 1	Needed Credential 2	Notes	Notes
Y	No	Abrego	Wilson Richard	Both	PE	Waiver	None	Sub Status				TCC for PE filed on 8/1/25 expired on 11/1/2025	Not on master schedule
Y	No	Aguayo	Araceli	CTC	ELD, Study Hall	Sub	None	Sub Status				30 day sub credential	Not found on Master Schedule
Not Included	No	Almanza	Alejandra	Both	Study Hall & ELD		None	None	not aligned, teaching a non-career class CTE in ECDF				
New	No	Alonso	Rutilo			Education Specialist	ELAE	Fully					
Y	Yes	Arroyo Chavez	Cindy	AFLC	4th Grade	Multiple Subject	ELAM	Fully	Emergency 30 day expiring 11.1.25			Emergency 30 day expiring 11.1.25 TCC Singe Subject Spanish	
New	No	Barrera Lopez	Maria			Single Subject	ELAS	Fully					
Not Included	No	Bedolla Villa	Jose Egberto	CTC	ELD & Intro to Art		None	None	EDCF & AMAE	ONLY HAS ART NO ELD			
New	No	Campos Ramirez	Yuliana			Sub	None	Sub Status				Sub expires 3/1/26	
Y	Yes	Cantera	Adan	Both	Integrated Math II & III	Single Subject	BASP	Fully					
Y	Yes	Carreon Padilla	Sergio	CTC	Spanish & ELD 2	Single Subject	BASP	Fully					
Y	Yes	Cifuentes	Alba	AFLC	PE	Single Subject	BCLAD	Fully	prelim in PE Emergency BCLAD - exp			BASP was issued 8/1/25-9/1/26 emegrency only	
Not Included	No	Cisneros	Cristina	CTC	ELD, Study Hall		None	Sub Status					
Y	Yes	Cortes Herrera	Judith	AFLC	1st Grade	Single Subject	BASP	Fully	TC1 in General Subjects 8/1/25	need bclad		PENDING: GELAP Multiple Subjects (extension)	
Y	Yes	Cortes Valencia	Silvia Roxana	AFLC	2nd Grade, ELD 1B	Single Subject	BASP	Fully	TC1 bio & chem, Gelap in gen sub expires 8/26/26 +			GLAP expires at beginnign of next year	
New	No	Cortez	Olivia			Single Subject	ELA1	Fully				Spanish	
Y	Yes	Cruz Gonzalez	Adriana	CTC	Study Hall, Eng 1, ELD 2A	Single Subject	CLAD	Fully					
Y	No	Deloya Garcia	Jesus			Sub	None	Sub Status					
Not Included	No	Duarte	Angelica	CTC	Study Hall & ELD		None	None					
Not Included	No	Esteva	Elizabeth	AFLC			None	None				Cannot locate her on any of the master schedules	
Y	Yes	Flores	Miriam	CTC	Eng 2 & 3, ELD 2B	Single Subject	None	Teaching Only	Emergency CLAD exp 9/1/25				
Y	No	Gallegos Hernanndez	Anayeli	CTC	ELD 1A, ELD 1B	Sub	None	Sub Status					
New	No	Garcia Barnette	Luis Edgar			Sub	None	Sub Status					
Not Included	No	Gomez	Rosalba	CTC	ELD, Study Hall		None	None	HAS CTE IN ECDF				
Y	Yes	Gonzalez	Aaron	Both	Integrated Science I & II	STSP	ELAS	Fully	Science STP			PENDING: Biological Sciences STSP	
Not Included	No	Gonzalez Moreno	Claudia	CTC	ELD		None	None	HAS CTE IN ECDF				
Y	No	Gonzalez Moreno	Amber Esmeralda	CTC		Sub	None	Sub Status				has a paraprofessional contract; sub permit	
Not Included	No	Gutierrez	Edith	CTC	ELD, Study Hall		None	None					
Y	No	Haynes	Charnice Centrina	AFLC	No assignment	Multiple Subject	ELAM	Partially	ENG, MATH,SS,GSX No Sub Credential			TCC in Spanish, no BCLAD	
Y	No	Hernandez	Astrid	CTC	ELD 1, Study Hall	Sub	None	Sub Status	HAS CTE IN ECDF			Sub expires in April of 2026	
Y	Yes	Hernandez	Litzareli	CTC	Integrated Science I, II, and Study Skills	Intern	ELA3	Fully	BIO SCI				
Y	Yes	Hernandez	Maria G	CTC	Math Integrated I, II, & III	Single Subject	BCLAD	Partially	can't teach math III only has foundational				
New	No	Hernandez Gonzalez	Ariadna			Sub	None	Sub Status					
Y	Yes	Jaimes Montanez	Arelis	AFLC	Kinterdargen	Multiple Subject	None	Teaching Only	BASP EMERG EX 10/1/25	NEEDS BASP		CLAD Expired on 10/1/25 per binder	
Y	Yes	Kinne	Michael J	Both	English 2, 3 & Fine Art	Single Subject	ELA1	Fully	TC1 IN ENGX, GLAP in ART			PENDING: Art GELAP	
Not Included	No	Lopez Mata	Yesenia	CTC	ELD, Study Hall		None	None	CTE in ECDF				
Y	Yes	Lopez Sandoval	Martha Lidia	AFLC	3rd Grade	Multiple Subject	ELAM	Fully	GEN SUB				
Y	Yes	Macias De La Cruz	Maribel	AFLC	5th Grade	Multiple Subject	BCLAD	Fully	Emergency BLCAD & Sub				
Not Included	No	Mancilla Gallardo	Liliana	CTC	ELD		None	None	CTE in ECDF				
Not Included	No	Marquez	Juan	Both	PE		None	None					
Y	Yes	Medina	Fernando	CTC	PE	Single Subject	CLAD	Fully					

EPCTC 2025-2026 Teacher Credential Analysis Tallys

Updated: 1.15.2026

Binders	Q2	Staff Last Name	Staff First Name	School-Site	Assignment	Teaching Credential	EL Authorization	Credential Status	Findings	Needed Credential 1	Needed Credential 2	Notes	Notes
New	No	Mendoza Gutierrez	Sally		ELD 2A	Education Specialist	ELAE	Sub Status				Serving as sub	
Y	Yes	Morales	Yasna	AFLC	TK	Multiple Subject	BASP	Fully					
Not Included	No	Morales	Ignacio	CTC	ELD, Study Hall		None	None	CTE in ECDF				
Not Included	No	Munoz	Ana Edith	CTC	ELD		None	None	CTE in ECDF				
Y	Yes	Murillo Villeda	Ericka	Both	ELD 2, Spanish, & Study Skills	Single Subject	ELAS	Fully	INTERN IN SPANISH EXAM				
Not Included	No	Murillo Villeda	Johana	CTC	ELD, Study Hall		None	None	CTE in ECDF				
Y	Yes	Nieto	Magdalena	AFLC	ELD 3, English 1	Single Subject	BASP	Fully				PENDING: English GELAP	
Y	Yes	Ornelas	Brian	AFLC	MS Eng/His & ELD/Eng Lab	Multiple Subject	BASP	Fully					
Y	Yes	Ortiz	Fabio	AFLC	MS Math	Single Subject	BASP	Fully					
New	No	Ortiz	Yolanda		No assignment	Multiple Subject	ELAM	Fully					
Y	Yes	Palacios	Judith Maria	AFLC	MS Spanish	Single Subject	ELA1	Partially	Needs BASP				
Y	Yes	Palacios	Judith	CTC	ELD 1 A	Single Subject	CLAD	Fully					
Not Included	No	Quezada	Veronica	Both	Study Hall		None	None	CTE IN ECDF				
Y	Yes	Ramirez	Aleli	AFLC	MS ELA/HIS & ELD/Eng Lab	Multiple Subject	BASP	Fully	GEN SUB				
Y	Yes	Razo Cortez	Norma Lizette	CTC	World History, US History, Government, & Study Skills	Single Subject	CLAD	Fully					
New	No	Reguerin	Patricia		No Assignment	Multiple Subject	BCLAD	Fully	Expires in March 2026				
Y	No	Rivera Cisneros	Isaias	AFLC	no assignment	Single Subject	None	Teaching Only	9/9/25 Sub Permit, TCC 2001			Waiver: Foundational Level Gen Science TCC for 25/26 School Year	
Not Included	No	Rodriguez	Sandra	Both	Basic Computer Skills, Study Skills, & Study Hall		None	None					
Y	Yes	Rodriguez Montenegro	Olga Margarita	Both	Spanish, ELD 1, & Study Skills	Single Subject	ELAS	Fully	30 Day Sub				
Y	Yes	Romero Padilla	Elsi	AFLC	3rd Grade	Multiple Subject	BCLAD	Fully	Emergency BCLAD Appeal	NEED BASP		PENDING: EBCLAD Extenstion	
Not Included	No	Rosales	Martha Leticia	CTC	ELD		None	None					
Y	Yes	Sanchez Barrera	David Israel	CTC	Math Integrated I & Study Skills	Single Subject	None	Teaching Only	TCC Math			waiver granted 8/1/25-6/30/26	
Y	Yes	Stanton	Ethan	Both	Conversational English, Eng 1, & Eng 2	Single Subject	ELA1	Fully	TC1 IN ENGX & SSX	NEED BASP			
Y	Yes	Tapia	Magali	Both	World History, US History, & Government	Single Subject	ELAS	Fully	TC1 IN SS, 30 Day SUb	NEED BASP			
		TBD	TBD	Both	Basic Computer Skills and Study Hall		None	None					
Y	No	Torres	Hortencia	Both	PE, Study Hall, ELD	Single Subject	None	Teaching Only	3 month PE TCC, no EL			TCC Unil 11/1/2025	
New	No	Torrez	Maria		Math 1	Single Subject	CLAD	Fully	math				
Y	Yes	Villalvazo	Luis	Both	Integrated I & Integrated II	STSP	ELAS	Fully	Math & ELA			PENDING: Math SSTSP	

Counts

Credential Type	Count if in Q2
Education Specialist	0
Intern	1
Multiple Subject	8
Single Subject	20
STSP	2
Sub	0
Waiver	0
TOTAL	**31**

EL Authorization	Count if in Q2
BASP	9
BCLAD	4
CLAD	4
ELA1	3
ELA3	1
ELAE	0
ELAM	2
ELAS	5
None	3
Total	**31**

Credential Status	Count if in Q2
Fully	26
None	0
Partially	2
Sub Status	0
Teaching Only	3
Total	**31**

Exhibit C

Gedeon, Phillip <gedeonp@esuhsd.org>

Verification Requested: ESUHSD Oversight CTC Teacher Credentialing Tracker

3 messages

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 6, 2025 at 5:14 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Haydee Cisneros <cisnerosh@esuhsd.org>, Bjorn Berg <bergbj@esuhsd.org>

Aloha Cindy,

In an effort to ensure the District and EP are aligned on the credentialing status following CTC's Oversight Visit, I am sharing with you viewer access to our internal tracker. Please note, a condition of CTC and AFLC's Status of Probation is of the following:

a. Any changes to teaching staff must be reported to the District in writing within **five (5) business days** of hire or separation. For each new hire, EPL must include with its written report to the District official documentation demonstrating a valid credential(s), and EL Authorization for **all** teaching staff.

The District has been informed of three new hires: 1) Sally M, 2) Rob H, and 3) Jennifer P.

Please confirm that the information on our tracker is accurate by the end of the day on **Wednesday, November 12, 2025**. This information will be used to determine final credentailing status for EPCTC's Oversight Visit on October 27th.

Please let me know if you have any questions or see any changes that need to be made.

EPCTC Teacher Oversight Credential Tracker Sheet 1…

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Cindy Cortes <Cindy@escuelapopular.org> Wed, Nov 12, 2025 at 2:09 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Haydee Cisneros <cisnerosh@esuhsd.org>, Bjorn Berg <bergbj@esuhsd.org>

Hi Phillip,

Thank you for sharing the tracker and the reminder regarding reporting requirements.

Please see the attached spreadsheet with my comments and updates highlighted in blue. After reviewing, I can confirm that we have only had two new hires; Rob H. and Jennifer P.

Sally M. is not a new hire. She is currently working in the AM as a Special Education Teacher and assisting as a substitute in the PM CTC program, but she was hired prior to this school year.

Please let me know if you have any questions or need additional documentation.

Best regards,
Cindy
[Quoted text hidden]
--
Cindy Cortes, HR Manager
Office: (408) 275-7191 ext. 1012
Cell: (408) 426-6591
Fax: (408) 919-4499

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EPCTC Teacher Oversight Credential Tracker Sheet 10.27.2025.xlsx
61K

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 13, 2025 at 11:20 AM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Haydee Cisneros <cisnerosh@esuhsd.org>, Bjorn Berg <bergbj@esuhsd.org>

Aloha Cindy,

Received. Thank you for your edits. If we have any additional questions, we will follow up with you. According to our tracker, below is the finding for the number of 30-day substitutes at CTC.

CTC 30-Day Sub Tally:

- Total of 5 (five), 30-day subs (please be prepared to share with the District a "live" Sub tracker document)

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

Exhibit D

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

November 17, 2025

Dear Superintendent Vander Zee,

This letter, along with the enclosed exhibits, constitutes Escuela Popular's official response to the Notice of Violation for Escuela Popular Center for Training and Careers (EPCTC), which was approved at the East Side Union High School District's October 16, 2025 Board Meeting. This response has been approved for submission to the District by the Escuela Popular Board of Directors.

Within this response, please find Escuela Popular's demonstration of EPCTC's compliance with the credentialing requirements of Education Code section 47605(l) as of the October 16, 2025 District Board Meeting. Please also find Escuela Popular's refutation of information upon which the District based its previous findings regarding EPCTC credentialing.

Response to Claimed Violation of Law- EPCTC's Compliance with Education Code section 47605(l)

In its October 16, 2025 Notice of Violation issued to EPCTC, the District claimed the following violation of law:

> Education Code section 47605(l) provides in part: "Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority."
>
> The District has determined that a significant percentage of EPCTC teachers do not possess the appropriate teaching credential(s) and/or English Learner (EL) Authorization for their teaching assignment, and therefore, EPCTC is not in compliance with California Education Code section 47605(l). Failure to ensure that all teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment violates Education Code section 47605(l).

However, as of the October 16, 2025 District Board Meeting, the data demonstrates EPCTC was in compliance with the requirements of Education Code section 47605(l). Copies of the credential documents for Escuela Popular's teachers are enclosed as Exhibit A. Power School screen shots of the mid-October 2025 master schedules for both schools are enclosed as Exhibit B. The following are the EPCTC teachers with active assignments as of the evening of October

16, 2025, along with their respective credentials and an analysis of compliance with Education Code section 47605(l) on that date:

1. **Cantera, Adan**
    a. Teaching Assignment:
        i. CCSS Integrated Math
        ii. Study Skills
    b. Credentials:
        i. Clear Single Subject Teaching Credential in Math
        ii. BCLAD/ Bilingual Authorization
    c. Explanation of Compliance:
        i. Clear Single Subject Teaching Credential in Math authorizes teaching Integrated Math
        ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
        iii. BCLAD authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
        iv. The CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))
        v. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

2. **Carreron[1] Padilla, Sergio**
    a. Teaching Assignment:
        i. Spanish for Spanish Speakers
        ii. ELD
    b. Credentials:
        i. Clear Single Subject Teaching Credential in Spanish
        ii. BCLAD/ Bilingual Authorization
    c. Explanation of Compliance:
        i. Clear Single Subject Teaching Credential in Spanish authorizes teaching Spanish for Spanish Speakers

[1] This teacher's name is sometimes spelled "Carreon."

ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
iii. BCLAD/ Bilingual Authorization authorizes teaching in a dual immersion/ bilingual program or courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
iv. The CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

3. **Cifuentes, Alba Liliana**
    a. Teaching Assignment:
        i. Physical Education
    b. Credentials:
        i. Single Subject Teaching Credential in Physical Education
        ii. Emergency BCLAD/ Bilingual Authorization (TCC approved)
    c. Explanation of Compliance:
        i. Single Subject Teaching Credential in Physical Education authorizes teaching Physical Education
        ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
        iii. BCLAD/ Bilingual Authorization authorizes teaching courses designed for English Learners (see Exhibit C; 5 CCR § 80015.2 (c))
        iv. The TCC for BCLAD counts for this because a Temporary County Certificate (TCC) is a "Commission on Teacher Credentialing **certificate**, permit, or other document" for purposes of Ed Code 47605(l) (emphasis added)

4. **Cortes Valencia, Silvia Roxana**
    a. Teaching Assignment:
        i. ELD
    b. Credentials:
        i. Single Subject Teaching Credential in Biological Sciences & Chemistry

ii. BCLAD/ Bilingual Authorization

c. Explanation of Compliance:
   i. This teacher does have a BCLAD/Bilingual Authorization, which authorizes teaching ELD (see Exhibit C; 5 CCR § 80015.2 (c))
   ii. The CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

5. Cruz Gonzalez, Adriana

a. Teaching Assignment:
   i. Conversational English
   ii. Study Skills
   iii. English
b. Credentials:
   i. Clear Single Subject Teaching Credentials in English and World Languages: French
   ii. EL Authorization/ CLAD
c. Explanation of Compliance:
   i. The Clear Single Subject Teaching Credential in English, with the EL Authorization/ CLAD, authorizes teaching the English classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

6. Flores, Miriam

a. Teaching Assignment:
   i. Conversational English
   ii. English
b. Credentials:
   i. Clear Single Subject Teaching Credential in English
   ii. EL Authorization/CLAD
c. Explanation of Compliance:

i. The Clear Single Subject Teaching Credential in English, with the EL Authorization/ CLAD, authorizes teaching the English classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)

7. **Gonzalez, Aaron Raul**
    a. Teaching Assignment:
        i. Integrated Science
    b. Credentials:
        i. Short Term Staffing Permit in Biological Sciences
        ii. EL Authorization
    c. Explanation of Compliance:
        i. A Short Term Staffing Permit (STSP) is a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
        ii. "A Single Subject Short-Term Staff Permit with an English learner authorization authorizes the same service as a Single Subject Teaching Credential with an English learner authorization." (5 CCR § 80021 (e)(3))
        iii. "The holder of the single subject teaching credential in science shall be qualified and authorized to teach courses in general science, introductory science, integrated science, and coordinated science in kindergarten and grades 1 to 12, inclusive." (Ed. Code, § 44257.2 (c)(2))
        iv. EL Authorization allows him to teach classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

8. **Hernandez, Litzareli**
    a. Teaching Assignment:
        i. Study Skills
        ii. Integrated Science
    b. Credentials:
        i. Single Subject Teaching Credential in Biological Sciences (Intern Credential)
        ii. EL Authorization
    c. Explanation of Compliance:

i. Single Subject Teaching Credential in Biological Sciences allows her to teach Integrated Science
ii. "The holder of the single subject teaching credential in science shall be qualified and authorized to teach courses in general science, introductory science, integrated science, and coordinated science in kindergarten and grades 1 to 12, inclusive." (Ed. Code, § 44257.2 (c)(2))
iii. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
iv. "University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder's employer, in the area or subject listed on the credential" (see Exhibit C)
v. EL Authorization authorizes teaching classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
vi. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

9. Hernandez, Maria Guadalupe

a. Teaching Assignment:
   i. Math Lab
   ii. CCSS Integrated Math
   iii. Study Skills
b. Credentials:
   i. Clear Single Subject Teaching Credential in Foundational Level Mathematics
   ii. BCLAD/ Bilingual Authorization
   iii. Clear Multiple Subject Teaching Credential
c. Explanation of Compliance:
   i. Clear Single Subject Teaching Credential in Math authorizes teaching Integrated Math and Math Lab
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. BCLAD/ Bilingual Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
   iv. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

10. Kinne, Michael John

a. Teaching Assignment:
   i. English
   ii. Fine Art
b. Credentials:
   i. Clear Single Subject Teaching Credential in English
   ii. EL Authorization/CLAD
   iii. GELAP in Art
c. Explanation of Compliance:
   i. The Clear Single Subject Teaching Credential in English, with the EL Authorization/ CLAD, authorizes teaching the English classes designed for English learners
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. EL Authorization/ CLAD authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   iv. The General Education Single Subject Limited Assignment Teaching Permit (GELAP) authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults (see Exhibit C, p. EP-130)
   v. A GELAP is a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
   vi. The Commission on Teacher Credentialing reviewed the requirements and approved the GELAP for this teacher (see 5 CCR § 80027)

11. Lopez Sandoval, Martha Lidia

a. Teaching Assignment:
   i. ELD
b. Credentials:
   i. Clear Multiple Subject Teaching Credential
   ii. BCLAD/ Bilingual Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. This teacher does have a BCLAD/Bilingual Authorization, which authorizes teaching ELD

ii. BCLAD authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
iii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

12. Medina, Fernando

a. Teaching Assignment:
   i. Physical Education
b. Credentials:
   i. Clear Single Subject Teaching Credential in Physical Education
   ii. EL Authorization/ CLAD
c. Explanation of Compliance:
   i. Single Subject Teaching Credential in Physical Education authorizes teaching Physical Education
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

13. Mendoza-Gutierrez, Sally

a. Teaching Assignment:
   i. ELD
b. Credentials:
   i. Clear Single Subject Teaching Credential in Special Education (Mild to Moderate)
   ii. EL Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. This teacher does have an EL Authorization, which authorizes teaching ELD
   ii. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   iii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a

prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

14. Murillo Villeda, Ericka

a. Teaching Assignment:
    i. Spanish for Spanish Speakers
b. Credentials:
    i. Single Subject Teaching Credential in Spanish (Intern Credential)
    ii. EL Authorization
    iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
    i. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
    ii. A Single Subject Teaching Credential in Spanish (Intern Credential) authorizes teaching Spanish for Spanish Speakers
    iii. “University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder’s employer, in the area or subject listed on the credential” (see Exhibit C, p. EP-151)
    iv. A Single Subject Teaching Credential “authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults” (see Exhibit C; Ed. Code, § 44258)
    v. The EL Authorization authorizes her to teach classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

15. Palacios Ceballos, Judith Maria

a. Teaching Assignment:
    i. ELD
b. Credentials:
    i. Single Subject Teaching Credential in Spanish
    ii. EL Authorization/ CLAD
c. Explanation of Compliance:
    i. This teacher does have an EL Authorization, which authorizes teaching ELD
    ii. The EL Authorization authorizes her to teach classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

iii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

16. Razo Cortez, Norma Lizette

a. Teaching Assignment:
   i. Study Skills
   ii. World History & Geography
   iii. U.S. Government
   iv. U.S. History & Geography
b. Credentials:
   i. Clear Single Subject Teaching Credential in Social Science
   ii. EL Authorization/ CLAD
c. Explanation of Compliance:
   i. Single Subject Teaching Credential in Social Science authorizes teaching these subjects (see 5 CCR § 80005 (a)(16))
   ii. EL Authorization means this instructor is authorized to teach courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

17. Rodriguez Montenegro, Olga Margarita

a. Teaching Assignment:
   i. Spanish for Spanish Speakers
b. Credentials:
   i. Single Subject Teaching Credential in Spanish (Intern Credential)
   ii. EL Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
   ii. Single Subject Teaching Credential in Spanish (Intern Credential) authorizes teaching Spanish for Spanish Speakers
   iii. “University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder’s employer, in the area or subject listed on the credential” (see Exhibit C, p. EP-151)
   iv. A Single Subject Teaching Credential “authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades

preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)

v. EL Authorization means this instructor is authorized to teach courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

18. Sanchez Barrera, David Israel

a. Teaching Assignment:
   i. Math Lab
   ii. CCSS Integrated Math
b. Credentials:
   i. Short Term Staffing Permit in Math
   ii. EL Authorization
c. Explanation of Compliance:
   i. A Short Term Staffing Permit (STSP) is a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
   ii. "A Single Subject Short-Term Staff Permit with an English learner authorization authorizes the same service as a Single Subject Teaching Credential with an English learner authorization." (5 CCR § 80021 (e)(3))
   iii. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

19. Stanton, Ethan Ashkin

a. Teaching Assignment:
   i. English
b. Credentials:
   i. Clear Single Subject Teaching Credentials in English and Social Science
   ii. EL Authorization
c. Explanation of Compliance:
   i. Clear Single Subject Teaching Credential in English authorizes him to teach English
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. EL Authorization authorizes him to teach courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

20. Tapia, Magali

a. Teaching Assignment:
   i. World History & Geography
   ii. U.S. Government
   iii. U.S. History & Geography
   iv. Study Skills
b. Credentials:
   i. Single Subject Teaching Credential in Social Science (Intern Credential)
   ii. EL Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
   ii. Single Subject Teaching Credential in Social Science (Intern Credential) authorizes teaching these courses (see 5 CCR § 80005 (a)(16))
   iii. "University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder's employer, in the area or subject listed on the credential" (see Exhibit C, p. EP-151)
   iv. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   v. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

21. Torres Hermosillo, Hortencia

a. Teaching Assignment:
   i. Study Skills
   ii. ELD
b. Credentials:
   i. Variable Term Waiver in Physical Education
   ii. Emergency 30-Day Substitute Teaching Permit
   iii. Pending Application for Short Term Staffing Permit in Social Science with EL Authorization/ CLAD (TCC approved by SCCOE)
c. Explanation of Compliance:
   i. Short Term Staffing Permit in Social Science with EL Authorization/ CLAD authorizes teaching ELD
   ii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a

prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

iii. This teacher can use these credentials because of the TCC approved by SCCOE while the application is pending
iv. A Temporary County Certificate (TCC) is a "Commission on Teacher Credentialing **certificate**, permit, or other document" for purposes of Ed Code 47605(l) (emphasis added)
v. A Short Term Staffing Permit is also a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
vi. "A Single Subject Short-Term Staff Permit with an English learner authorization authorizes the same service as a Single Subject Teaching Credential with an English learner authorization." (5 CCR § 80021 (e)(3))
vii. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

22. Villalvazo Rodriguez, Luis David

a. Teaching Assignment:
    i. CCSS Integrated Math
b. Credentials:
    i. Variable Term Waiver in Math with EL Authorization (TCC approved)
c. Explanation of Compliance:
    i. A Variable Term Waiver is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
    ii. Variable term waivers are waiver requests that are reviewed by Commission staff and acted upon by the Commission at a regularly scheduled meeting (see Exhibit C, p. EP-113)
    iii. A Temporary County Certificate (TCC) is also a "Commission on Teacher Credentialing **certificate**, permit, or other document" for purposes of Ed Code 47605(l) (emphasis added)
    iv. An individual with a TCC is authorized to teach in the assignment for the pending credential under Ed Code 44332
    v. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

23. Vacancies as of October 16, 2025[2]

a. Teaching Assignments:
   i. Physical Education
   ii. Four (4) ELD Assignments
   iii. Study Skills
b. Credentials:
   i. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. Vacant courses are staffed by various instructors with Emergency 30-Day Substitute Teaching Permits
   ii. An Emergency 30-Day Substitute Teaching Permit is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
   iii. A sub permit authorizes teaching in "any classroom" per 5 CCR § 80025
   iv. An EL Authorization or BCLAD is not needed if teaching on an Emergency 30-Day Substitute Teaching Permit ("any classroom" includes specialized classrooms such as special education and English learner classrooms) See 5 CCR § 80025

Commission on Teacher Credentialing (CTC) webpages explaining the different types of credentials, permits, and authorizations are enclosed as Exhibit C. The relevant CTC CALPADS course codes are enclosed as Exhibit D. CALPADS is an online tool that the CTC offers to instruct school administrators about which credentials can be used to teach which courses. A key explaining the different acronyms for credentials is enclosed as Exhibit E.

Response to Claimed Violation of Charter- EPCTC's Compliance with the Credentialing Requirements of its Charter, which Mirror Education Code section 47605(l)

In its October 16, 2025 Notice of Violation issued to EPCTC, the District claimed the following violation of the school's charter:

EPCTC has violated the following conditions, standards, or procedures set forth in the Charter:

The Assurances provided in the Charter expressly state that EPCTC:
9. Will meet all requirements for employment set forth in applicable provisions

[2] In its October 16, 2025 spreadsheet, Escuela Popular organized its data by teacher and included the name and credential for substitute teachers covering vacant courses. This may have created confusion. Escuela Popular has remedied this by ensuring that courses staffed by substitute teachers are labeled as "vacancies" instead of listing the substitute teacher's name. This has also been corrected on PowerSchool.

of law, including, but not limited to credentials, as necessary.
10. Will ensure that teachers in the school hold a Commission on Teacher Credentialing certificate permit, as required by law.

Element 5, "Employee Qualifications" in the Charter (p. 30) also provides:
EPCTC retains and employs teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing.

The Notice of Violation states that EPCTC has violated these terms of its charter "by failing to ensure that all of its teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment." This credentialing requirement, as articulated in the charter, is simply a requirement that the school comply with California credentialing law in its assignment of teachers to courses. The charter specifically states that Education Code section 47605(l) is the applicable credentialing standard.

For the reasons stated above, the data demonstrates EPCTC was in compliance with Education Code section 47605(l) as of October 16, 2025. The school's charter does not require its teachers to hold credentials above and beyond what is mandated by Education Code section 47605(l).

Refutation of District's Evidence in Notice of Violation

Some of the evidence attached to the District's Notices of Violation for EPCTC and EPAFLC contains incorrect information. The following is a list of some of these inaccuracies, along with citations to evidence:

Inaccuracies in Exhibits to Notice of Violation:

- The March 26, 2025 letter from the District claimed that Adriana Cruz did not have a BCLAD. In reality, Adriana Cruz Gonzalez (which is her full name) has a Clear Single Subject Teaching Credential in English, with the EL Authorization/CLAD, which authorizes teaching the English classes designed for English learners. She does not need a BCLAD for this (see Exhibit F).
- The October 2, 2025 letter from the District claimed that, as of September 18, 2025, only nine (9) out of thirty-six (36) teachers at EPCTC had a valid teaching credential and EL authorization for their teaching assignment and claimed this meant that 75% of EPCTC's teachers did not have a valid teaching credential and EL Authorization for their assignment at that time. **This is misleading**. In reality, Escuela Popular had to re-staff its

CTE courses mid-year in response to the District's insistence that Escuela Popular not include any CTE courses at either of its schools. The District had required that Escuela Popular present a plan for this by September 15, 2025, and Escuela Popular did produce a Corrective Action Plan by that date, indicating a rollover date of September 29, 2025 for Escuela Popular to make the corrections. The September 15, 2025 Corrective Action Plans for both schools are enclosed as Exhibit G. Given this, of course if the District checked on September 18, 2025, the corrections may not all have been made yet. The District did not consider the teachers with CTE credentials to be "properly credentialed" for any course at the school, because it did not acknowledge the CTE courses as valid. The September 29, 2025 rollover date for the new ELD courses proposed in the Corrective Action Plan had not happened yet as of September 18, 2025.

- Additionally, the District's assertion that only 9 out of 36 teachers at EPCTC had valid credentials for their assignments on September 18, 2025 is **factually inaccurate**. At the October 16, 2025 Board Meeting, the District presented a September 18, 2025 document titled "EPAFLC & EPCTC 2025-2026 Teacher Credential Analysis Tallys" (enclosed as Exhibit H). This document contains errors—for example:
    - It says "None" in the "Teaching Credential" column for Maria G. Hernandez (see Exhibit H). However, Maria Guadalupe Hernandez actually has a Clear Single Subject Teaching Credential in Foundational Level Mathematics, a BCLAD/ Bilingual Authorization, and a Clear Multiple Subject Teaching Credential (see Exhibit A, p. EP-38-39).
    - It says Alejandra Almanza was a teacher at both schools, when she was really only a teacher at EPCTC and not EPAFLC.
    - It says "None" in the teaching credential column for Aaron Gonazlez. This is inaccurate. According to the CTC website, Aaron Raul Gonzalez had a STSP for biological sciences effective August 1, 2025 through July 1, 2026 (see Exhibit A, p. EP-31). There are multiple "Aaron Gonzalez" teachers in California listed on the CTC website.
    - It says "Partially" in the credential status column for Michael J. Kinne and indicates that he did not yet have a GELAP. This is inaccurate. According to the CTC website, Michael Kinne had a GELAP for Art effective August 1, 2025 through September 1, 2026 (see Exhibit A, p. EP-44).
    - It lists Juan Marquez as teaching P.E. at both schools, when Juan Marquez is actually a paraprofessional.
    - It lists Sandra Rodriguez as teaching Basic Computer Skills, Study Skills, and Study Hall at both schools, when Ms. Rodriguez had already been removed from the classroom as of September 18, 2025.
    - It indicates that Ethan Stanton needs the BCLAD (BASP). This is inaccurate. Ethan Stanton does not teach in the dual immersion/bilingual program, so he does

not need a BCLAD. He has an EL Authorization to teach classes for English learners at both schools (see Exhibit A, p. EP-80).

- It indicates that Magali Tapia needs the BCLAD (BASP). This is inaccurate. Magali Tapia does not teach in the dual immersion/bilingual program and does not need a BCLAD. The EL Authorization allows this teacher to teach classes for English learners at both schools (see Exhibit A, p. EP-82).
- The spreadsheet is inaccurate as to Hortencia Torres Hermosillo. According to the CTC website, Ms. Torres Hermosillo actually had a Variable Term Waiver TCC for Physical Education effective August 1, 2025 through September 30, 2025 (see Exhibit A, p. EP-84). The Physical Education position became a vacancy, but she was authorized to teach that course as of September 18, 2025. Ms. Torres Hermosillo also has a Career Technical Education (CTE) Credential, which authorized her to teach the previous CTE course. Ms. Torres Hermosillo now has a Social Sciences STSP TCC with EL Authorization (see Exhibit A, EP-85).
- The spreadsheet says "None" in the teaching credential column for Luis Villalvazo. This is inaccurate. According to the CTC website, Luis Villalvazo had a Short-Term Staffing Permit for Math effective August 1, 2025 through August 1, 2026 (see Exhibit A, p. EP-89).
- The spreadsheet only says "Sub" in the teaching credential column for Cristina Cisneros. This is inaccurate. Ms. Cisneros has a CTE Credential effective April 2025 through May 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).
- The spreadsheet says "None" in the teaching credential column for Angelica Duarte. This is inaccurate. Ms. Duarte has a CTE Credential effective June 2025 through July 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).
- The spreadsheet says "None" in the teaching credential column for Edith Gutierrez. This is inaccurate. Ms. Gutierrez has a CTE Credential effective April 2025 through May 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).
- The spreadsheet says "None" in the teaching credential column for Martha Leticia Rosales. This is inaccurate. Ms. Rosales has a CTE Credential effective April 2025 through May 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).

- The spreadsheet says "None" in the teaching credential column for David Israel Sanchez Barrera. This is inaccurate. According to the CTC website, David Sanchez Barrera actually had a Waiver for Single Subject Teaching Credential in Math effective August 1, 2025 through June 30, 2026 (see Exhibit A, p. EP-79). To access his credentials on the CTC website, you have to enter his name as "David Sanchez Barrera" without entering the middle name and with "Sanchez Barrera" as the last name.

- The October 2, 2025 letter from the District takes issue with the September 15, 2025 Corrective Action Plan's goal of achieving "90% of FTE will be Clear, Intern, *Out of Field, or Ineffective*" by October 1, 2025. The letter goes on to suggest that Out of Field or Ineffective meant the person would not have the proper authorization for their teaching assignment in California. **This is misleading**. "Out of Field" and "Ineffective" have specific definitions, and both include teachers who possess different types of **legal permits** to teach in their assignments under California law (see the California Department of Education's definitions webpage enclosed as Exhibit I):

  - An ineffective teacher is any of the following:
    - An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or
    - A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned)
    - An individual who holds no credential, permit, or authorization to teach in California.
    - Under this definition, teachers with the following limited emergency permits would be considered ineffective:
      - Provisional Internship Permits,
      - Short-Term Staff Permits
      - Variable Term Waivers
      - Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record
  - An out-of-field teacher is any of the following:

- A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned.
- Under this definition, the following limited permits will be considered out of field:
    - General Education Limited Assignment Permit (GELAP)
    - Special Education Limited Assignment Permit (SELAP)
    - Short-Term Waivers
    - Emergency English Learner or Bilingual Authorization Permits
    - Local Assignment Options (except for those made pursuant to the California Code of Regulations, Title 5, Section 80005[b])

Regardless of Previous Credentialing Violations Claimed by the District, EPCTC Should Be Given a Meaningful Opportunity to Make Corrections

The Notice of Violation indicated a deadline of November 17, 2025 for Escuela Popular to respond. Escuela Popular has since retained a private consultant to conduct a credentialing audit that would assess the school's compliance during the 2025-2026 school year and provide recommendations. The data demonstrates that EPCTC was in compliance as of the October 16, 2025 Board Meeting, but the school is ready and willing to make corrections if new compliance concerns are identified by the District.

California Education Code section 47607 governs circumstances where a District may legally revoke a charter school's charter. Ed. Code, § 47607 (g) states:

> Before revocation, the chartering authority shall notify the charter school of any violation of this section and **give the school a reasonable opportunity to remedy the violation**, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. (Emphasis added.)
> Ed. Code, § 47607 (h) states, in relevant part:
>
> Before revoking a charter for failure to remedy a violation pursuant to subdivision (f), and after expiration of the school's **reasonable opportunity to remedy without successfully remedying the violation**, the chartering authority shall provide a

> written notice of intent to revoke and notice of facts in support of revocation to the charter school. (Emphasis added.)

A school district may not revoke a charter based on previous violations where the school has not been given a reasonable opportunity to remedy the violations.

Escuela Popular has also formally requested mediation with the District using the dispute resolution processes outlined in each school's respective charter. Both EPCTC and EPAFLC's Dispute Statements, sent to the District on November 5, 2025, are enclosed as Exhibit J. To date, the District has not agreed to engage in mediation or dispute resolution with Escuela Popular before continuing with the charter revocation process.

The failure to mediate or meet with the parties' attorneys has prevented Escuela Popular from understanding why the District seems to disagree with the charter school about legal compliance. Due to a lack of understanding about why the District disagrees, the District is denying the charter school a meaningful opportunity to cure what the District believes is not compliant. Moving forward with revocation regardless of whether or not a charter school has cured the alleged violation, or without a meaningful opportunity to cure, would violate California law.

Proposed Remedial Action

EPCTC has made a good faith effort to comply with the credentialing requirements of Education Code section 47605(l) and the school's charter. This has involved extensive research regarding the relevant laws, regulations, and CTC guidance around credentialing and teacher assignments. California teaching credential law is complicated, and it is entirely possible that Escuela Popular has made inadvertent errors. To the extent that the District still disagrees with Escuela Popular's analysis and credentialing assignments, Escuela Popular requests that the school be given the chance to take the remedial action of correcting these assignments. In order to do this, Escuela Popular requests that the District identify which specific teaching assignments it believes are still improper and why the District believes the given assignment is noncompliant with Education Code section 47605(l) and/or the school's charter based on the additional information provided herein. Escuela Popular then requests a reasonable period of time to either correct the improper assignments or to provide additional assurances or evidence of compliance to satisfy the District that the assignment is proper.

As of November 17, 2025, Escuela Popular has a plan in place to address the current vacancies. Credentialing analysis is constantly shifting because the situation is subject to change. For example, if an individual with a TCC has an application denied, or an individual fails to pass a test, a position can turn into a vacancy. Currently, EPCTC has four vacancies. All Escuela

Popular teachers have a credential. The school is presently working to ensure that no teacher is misassigned. To the extent that some vacant courses are currently taught by substitute teachers, Escuela Popular does not plan to rotate substitute teachers through those courses indefinitely. All vacant courses with a substitute teacher in the course are part of Escuela Popular's recruitment and hiring effort and will be re-staffed. In addition, Escuela Popular's plan is to do the following going forward to ensure that the District is comfortable with its efforts to meet all credentialing laws:

- Resolve all current vacancies (as of November 17, 2025) by the end of January 2026 by replacing the substitute teacher with a credentialed long-term teacher. No substitute teacher will serve longer than 30 days in a classroom.
- Continue the recruitment and hiring effort throughout the remainder of the 2025-2026 school year so that the courses currently taught by teachers working double shifts can also be re-staffed for the 2026-2027 school year
- Implement a Credential Compliance Dashboard by February 20, 2025.
    - Use an automated system that tracks:
        - Credential type and authorization
        - Bilingual authorization status
        - Renewal dates and expiration alerts
        - SEID completion and CALPADS data accuracy
- Develop an Annual Internal Credentialing Calendar by January 23, 2025.
    - Include:
        - Fall assignment review
        - Mid-year audit
        - Spring renewal check
        - Annual leadership training on credential compliance
- Strengthen Credential Knowledge for HR Staff and Leadership
    - Any staff directly involved in credentialing should attend the Annual CCAC (Credential Counselors and Analysts of California) Conference.
    - Any staff directly involved in credentialing should attend all regional training offered by CCAC.
- Strengthen Hiring Practices
    - Include credential verification at the screening stage.
    - Require all candidates to provide preliminary credential documentation before interviews.
    - Create a bilingual teacher hiring strategy targeting credentialed, authorized educators.
- Provide Leadership & Teacher Training on Assignment Monitoring

    - Train leadership and department leads on CTC assignment rules.
    - Offer annual refreshers on local assignment options and what can/cannot be used in DLI programs.
- Conduct Quarterly Mini-Audits
    - Review assignments at the start of each quarter.
    - Cross-check the CTC status of each teacher.
    - Update CALPADS staff assignment records regularly.

Progress Toward Goal of Increasing Percentage of Escuela Popular Teaching Staff with Preliminary and Clear Credentials

Escuela Popular shares the District's goal of increasing the percentage of teaching staff with preliminary and clear credentials at both schools. To this end, Escuela Popular has initiated a mid-school year recruitment and hiring campaign in an effort to re-staff courses with permanent lead teachers wherever possible. Although the substitutes or teachers with temporary credentials are legally compliant to teach these courses, and therefore the District cannot revoke the charter school's charter, Escuela Popular acknowledges the stability and quality that can come from having a longer-term teacher in the classroom. Escuela Popular has interviewed at least seven applicants for these positions over the past approximately two months. Of those applications, two have accepted offers to join the Escuela Popular teaching staff. These two new teachers are Jennifer Proffitt and Rob Hemmings, both ELD teachers who will take on assignments at EPCTC in place of temporary substitutes.

Job postings for various Escuela Popular teaching positions are enclosed as Exhibit K. The recruitment and hiring effort is ongoing. Escuela Popular has retained a talent acquisition firm to assist in the re-staffing process (see Exhibit O).

In some cases, a teacher with a Temporary County Certificate for a pending credential application had the credential application later denied. This happened with two (2) teachers at EPCTC, one of whom also had an assignment at EPAFLC. Escuela Popular re-staffed these teachers' courses with substitute teachers to address the expiration of the TCCs. These teachers' courses are positions for which Escuela Popular is actively recruiting.

Additionally, Escuela Popular has teachers who will complete their credentialing process before the end of the 2025-2026 school year. Many of these teachers already had underlying clear single subject or multiple subject teaching credentials and were just working on clearing their EL Authorization or BCLAD.

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

History of Escuela Popular as an Asset to the San Jose Community and the East Side Union High School District

Escuela Popular was founded in 1986 as a grassroots school to address a growing need for English classes in the San Jose community. Over its decades of service, Escuela Popular has expanded to meet the needs of the community and now offers a variety of classes and services for its students. Escuela Popular's student population includes a large proportion of first-generation immigrants, which has been part of the school's mission since the beginning and continues to this day.

EPCTC is Escuela Popular's K-12 school for adults seeking a high school diploma. This is an asset to the San Jose community because it gives adult immigrant students a place to learn English, earn a high school diploma, and gain skills and knowledge to make them employable for the local workforce. If the District revokes EPCTC's charter, there **will be no other place** for these students to turn for a comparable program. EPCTC fills this particular need for the community, and the immigrant community in particular would be devastated to lose it. Further, it benefits the entire San Jose community to have such a school where adult immigrant students can gain skills to help them thrive in this country.

Escuela Popular is committed to working with the District to ensure continued credentialing compliance and find a path forward to protect both schools. If the District disagrees in any way about the credentialing status of any of Escuela Popular's teachers, Escuela Popular respectfully requests a meeting with the District to resolve the disagreement.

Sincerely,

Pablo Reguerin
Board Chair
Escuela Popular Board of Directors

Cc: East Side Union High School District Board of Trustees
Patricia Reguerin
William Schuetz, Esq.
Jerry Simmons, Esq.
Ellen Doty, Esq.

EXHIBIT “A”

Commission on Teacher Credentialing

Login | Search

Document Number:250156688

Back | Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ABREGO
First Name:	WILSON RICHARD
Middle Name:	

Document Information:

Document Number:	250156688
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	4/17/2025
Expiration Date:	5/1/2026
Original Issue Date:	4/17/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

EP-1

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance ____
District ____ Previous Document X

T251442

SANTA CLARA COUNTY OFFICE OF EDUCATION

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

Section One: Application (to be completed by the Applicant)

NAME: LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS
Abrego	Wilson	R	XXX – XX – [redacted]	v[redacted]yahoo.com

MAILING ADDRESS: STREET	CITY	STATE	ZIP
[redacted]t	San Jose	CA	95116

FORMER NAMES (Including Maiden):	BIRTHDATE:	HOME PHONE: / WORK PHONE:
	[redacted]4	(408) [redacted]6

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) Applicant's credentials are currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] **FILING DATE:** 8/01/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application

- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☒ New Type of Cred/Cert/Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction
- ☐ Out of State ____ Option: 1 2 3
- ☐ Out of Country ____

Term of Credential/Certificate/Permit

- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☐ Emergency
- ☒ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub.
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other ____

Credential Type:
- ☐ Multiple Subject
- ☒ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services ____
- ☐ Certificate ____
- ☐ Other ____
- ☒ Subject/Major: Physical Education
- ☐ Authorization/Minor: ____

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed.
- ☐ Adult Ed.

Applied through: ☐ SCCOE ☐ University ☒ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for ~~one calendar year~~ 3 months from 8 / 1 / 25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

[signature] East Side Union High / Escuela Popular

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE — EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2006

White – Applicant **Yellow – Credentials** **Pink - District**

Commission on Teacher Credentialing

Login | Search

Document Number:250015607

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	AGUAYO
First Name:	ARACELI
Middle Name:	SANDOVAL

Document Information:

Document Number:	250015607
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	3/1/2025
Expiration Date:	3/1/2026
Original Issue Date:	2/26/2024
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ALONSO
First Name:	RUTILO
Middle Name:	

Document Information:

Document Number:	250195818
Document Title:	Education Specialist Instruction Credential
Term:	Preliminary
Status:	Valid
Issue Date:	7/8/2025
Expiration Date:	8/1/2030
Original Issue Date:	7/8/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELAE	The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R3MN	This authorizes the holder to conduct educational Assessments related to students' access to the academic curriculum and progress towards meeting instructional goals, provide instruction, and Special Education Support to students with mild to moderate support needs related to one or more of the following disabilities: autism, emotional disturbance, intellectual disability, multiple disabilities, orthopedic impairment, other health impairment, specific learning disability, and traumatic brain injury; in kindergarten, including transitional kindergarten, grades 1-12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.	MN	Mild to Moderate Support Needs	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R19N	This preliminary credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must obtain the recommendation from a Commission-approved Clear Education Specialist Credential Induction program sponsor.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:240281450

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ARROYO CHAVEZ
First Name:	CINDY
Middle Name:	LIZBETH

Document Information:

Document Number:	240281450
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	10/14/2024
Expiration Date:	11/1/2025
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	TC Code Not Required

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ARROYO CHAVEZ
First Name:	CINDY
Middle Name:	LIZBETH

Document Information:

Document Number:	250032989
Document Title:	Multiple Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	1/13/2025
Expiration Date:	2/1/2030
Original Issue Date:	1/13/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELAM	The following instructional services may be provided to English learners in the settings and content area(s) specified on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GSX	General Subjects (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R14I	This credential may not be renewed. To qualify for the clear credential, the holder of this document must complete a Commission-approved Induction program including Verification of Completion by the program sponsor.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance_____
District _____ Previous Document _____

T251678

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

SANTA CLARA COUNTY OFFICE OF EDUCATION

Section One: Application (to be completed by the Applicant)

NAME: LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS
Arroyo Chavez	Cindy	L	xxx – xx – [redacted]	[redacted]@gmail.com

MAILING ADDRESS STREET	CITY	STATE	ZIP
[redacted]t	San Jose	CA	95148

FORMER NAMES (Including Maiden):	BIRTHDATE:	HOME PHONE: / WORK PHONE:
	[redacted]1	(408) [redacted]

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) **Applicant's credentials** are currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] **FILING DATE:** 07-29-2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application

- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☑ New Type of Cred/Cert/Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction
- ☐ Out of State _____ Option: 1 2 3
- ☐ Out of Country

Term of Credential/Certificate/Permit

- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☐ Emergency
- ☑ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub.
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other_____

Credential Type:
- ☐ Multiple Subject
- ☑ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services _____
- ☐ Certificate _____
- ☐ Other _____
- ☐ Subject/Major: SPANISH
- ☐ Authorization/Minor:

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed.
- ☐ Adult Ed.

Applied through: ☐ SCCOE ☐ University ☒ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 08/01/25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

Escuela Popular
EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2006

White – Applicant **Yellow – Credentials** **Pink - District**

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	BARRERA LOPEZ
First Name:	MARIA
Middle Name:	DEL CARMEN

Document Information:

Document Number:	250150189
Document Title:	Single Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	6/2/2025
Expiration Date:	7/1/2030
Original Issue Date:	6/2/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELAS	The following instructional services may be provided to English learners within the content area(s) listed on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SBS	Science: Biological Sciences	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R14I	This credential may not be renewed. To qualify for the clear credential, the holder of this document must complete a Commission-approved Induction program including Verification of Completion by the program sponsor.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CAMPOS RAMIREZ
First Name:	YULIANA
Middle Name:	

Document Information:

Document Number:	250153553
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	4/22/2025
Expiration Date:	5/1/2026
Original Issue Date:	4/22/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization T	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CANTERA
First Name:	ADAN
Middle Name:	

Document Information:

Document Number:	230082588
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	7/1/2023
Expiration Date:	7/1/2028
Original Issue Date:	7/15/2011
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	MATX	Mathematics (Examination)	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in t... language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:230172625

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CARREON PADILLA
First Name:	SERGIO
Middle Name:	

Document Information:

Document Number:	230172625
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	7/5/2023
Expiration Date:	8/1/2028
Original Issue Date:	6/13/2022
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLSX	Foreign Language: Spanish (Examination)	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CIFUENTES
First Name:	ALBA
Middle Name:	LILIANA

Document Information:

Document Number:	250176318
Document Title:	Single Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	5/5/2025
Expiration Date:	6/1/2030
Original Issue Date:	5/5/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	PE1	Physical Education	MAJ	

Renewal Requirements

1 - 4 of 4

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
PRO	The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.	
READ	The holder must complete the developing English language skills, including reading, requirement.	
US	The holder must complete the U.S. Constitution requirement.	
CPR	The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and adult CPR skills.	

Employment Restrictions

No Records

Organization Type	Organization	County

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance_____
District _____ Previous Document _____

T251485

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

SANTA CLARA COUNTY OFFICE OF EDUCATION

Section One: Application (to be completed by the Applicant)

NAME: LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS
Cifuentes	Alba	L	xxx – xx – [redacted]	[redacted]a@gmail.com

MAILING ADDRESS: STREET	CITY	STATE	ZIP
[redacted]t	San Jose	CA	95110

FORMER NAMES (Including Maiden):	BIRTHDATE:	HOME PHONE: / WORK PHONE:
	[redacted]3	908[redacted]

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) **Applicant's credentials are** currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] **FILING DATE:** 7/18/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application

- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☒ New Type of Cred/Cert/Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction

- ☐ Out of State _____ Option: 1 2 3
- ☐ Out of Country _____

Term of Credential/Certificate/Permit

- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☒ Emergency
- ☐ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub.
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other

Credential Type:
- ☐ Multiple Subject
- ☐ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services
- ☐ Certificate
- ☐ Other
- ☐ Subject/Major: BCLAD/Spanish
- ☐ Authorization/Minor:

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed.
- ☐ Adult Ed.

Applied through: ☐ SCCOE ☒ SCCOE ONLINE **University** ☐ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 08/01/25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

Escuela Popular
EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2006

White – Applicant **Yellow – Credentials** **Pink - District**

Document Number:250278619

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CIFUENTES
First Name:	ALBA
Middle Name:	LILIANA

Document Information:

Document Number:	250278619
Document Title:	Bilingual Authorization Permit
Term:	Emergency
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2026
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatic
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.4.	NONE		MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
EM1	This is the holder's initial emergency permit. By regulation, this permit may be reissued for a maximum of two additional one-year periods provided the holder meets the requirements listed.	
P15	To renew this emergency permit, the holder must: (1) pass either Test II (or III depending on the specific language), IV or V of the CSET: World Languages Examination if these exams, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved bilingual program may be substituted based on verification from the program sponsor; (2) pass Test 1 or Test 2 or Test 3 of the CTELs, if these tests, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved CTEL program may be substituted based on verification from the program sponsor; and (3) apply for renewal through the employing agency which must verify that the holder was provided with an experienced educator to guide and assist the holder throughout the term of this permit.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
CS	ESCUELA POPULAR ACCELERATED FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

Login | Search

Document Number:250035048

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CORTES HERRERA
First Name:	JUDITH
Middle Name:	

Document Information:

Document Number:	250035048
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	2/5/2025
Expiration Date:	3/1/2026
Original Issue Date:	6/14/2016
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authori
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250282803

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CORTES HERRERA
First Name:	JUDITH
Middle Name:	

Document Information:

Document Number:	250282803
Document Title:	General Education Limited Assignment Multiple Sut
Term:	
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2026
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GS	General Subjects	MAJ	

Renewal Requirements

1 - 3 of 3

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P19H	To renew this teaching permit the holder must: (1) maintain an appropriate valid prerequisite teaching credential; (2) EITHER (a)complete a minimum of six semester units of coursework applicable toward the credential which authorizes this service; OR (b)take all examinations appropriate to the type of permit requested that have not already been passed, and pass two sections; and (3)apply through the employing agency.	
PLB2	This is the holder's second Limited Assignment Teaching Permit for this assignment. This permit may be reissued for one additional one-year period provided the holder meets the requirements listed.	
A10	The holder of this permit has used the appeal available one time only to applicants who, due to exceptional circumstances, were unable to complete the required course work for renewal. Appropriate course work must be completed for each subsequent renewal of this permit.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
CS	ESCUELA POPULAR ACCELERATED FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance ____
District ____ Previous Document X

T251444

SANTA CLARA COUNTY OFFICE OF EDUCATION

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

Section One: Application (to be completed by the Applicant)

NAME: LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS
Cortes-Herrera	Judith		XXX – XX – [redacted]	[redacted]9@yahoo.com

MAILING ADDRESS: STREET	CITY	STATE	ZIP
[redacted]	San Jose	CA	95127

FORMER NAMES (Including Maiden):	BIRTHDATE:	HOME PHONE: / WORK PHONE:
Judith Cortes	[redacted]	(408) [redacted]

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) **Applicant's credentials** are currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] **FILING DATE:** 7/22/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application

- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☐ New Type of Cred/Cert/Permit
- ☒ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction

- ☐ Out of State ____ Option: 1 2 3
- ☐ Out of Country ____

Term of Credential/Certificate/Permit

- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☐ Emergency
- ☐ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub.
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other ____

Credential Type:
- ☒ Multiple Subject
- ☐ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☒ Limited Assignment: MS SS
- ☐ Services ____
- ☐ Certificate ____
- ☐ Other ____
- ☒ Subject/Major: Gen. Subjects
- ☐ Authorization/Minor: ____

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed.
- ☐ Adult Ed.

Applied through: ☒ **SCCOE** ☐ **University** ☐ **CCTC Direct** ☐ **Other**

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 8/1/25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

East Side Union High / Escuela Popular
EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2006

White – Applicant **Yellow – Credentials** **Pink - District**

Back Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CORTES HERRERA
First Name:	JUDITH
Middle Name:	

Document Information:

Document Number:	250159566
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	4/1/2025
Expiration Date:	7/1/2028
Original Issue Date:	6/14/2021
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatic
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.4.	NONE		MAJ	4/1/2025
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLSX	Foreign Language: Spanish (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250064688

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CORTES VALENCIA
First Name:	SILVIA
Middle Name:	ROXANA

Document Information:

Document Number:	250064688
Document Title:	General Education Limited Assignment Multiple Sut
Term:	
Status:	Valid
Issue Date:	10/1/2024
Expiration Date:	11/1/2025
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatic
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GS	General Subjects	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
PLB3	This is the holder's final Limited Assignment Teaching Permit for this assignment. This permit may not be reissued.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
CS	ESCUELA POPULAR ACCELERATED FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance_____
District _____ Previous Document _____

T251547

Santa Clara County Office of Education

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

Section One: Application (to be completed by the Applicant)

NAME: LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS
Cortes Valencia	Silvia	Roxana	xxx – xxx – [redacted]	[redacted]@hotmail.com

MAILING ADDRESS: STREET	CITY	STATE	ZIP
[redacted]t	San Jose	CA	95116

FORMER NAMES (Including Maiden):	BIRTHDATE:	HOME PHONE: / WORK PHONE:
	[redacted]1	40[redacted]3[redacted]9

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) Applicant's credentials are currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] **FILING DATE:** 07/31/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application

- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☑ New Type of Cred/Cert/Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction
- ☐ Out of State _____ Option: 1 2 3
- ☐ Out of Country _____

Term of Credential/Certificate/Permit

- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☐ Emergency
- ☐ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☑ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Prospective Teacher Sub.
- ☐ Career Substitute
- ☐ TPSL

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other_____

Credential Type:
- ☑ Multiple Subject
- ☐ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services _____
- ☐ Certificate _____
- ☐ Other _____
- ☐ Subject/Major: General Subject
- ☐ Authorization/Minor: AAI

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc Ed.
- ☐ Adult Ed.

Applied through: ☑ SCCOE ☐ SCCOE ONLINE ☐ University ☐ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 08/01/25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

L Rabe
COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

Escuela Popular
EMPLOYING SCHOOL DISTRICT

CC/Revised 6/2023

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CORTES VALENCIA
First Name:	SILVIA
Middle Name:	ROXANA

Document Information:

Document Number:	250204919
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	5/16/2025
Expiration Date:	9/1/2029
Original Issue Date:	7/31/2014
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SBS	Science: Biological Sciences	MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SC	Science: Chemistry	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a	NONE		MAJ	5/16/2025

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CORTES
First Name:	OLIVIA
Middle Name:	

Document Information:

Document Number:	220147800
Document Title:	Administrative Services Credential
Term:	Clear
Status:	Valid
Issue Date:	5/1/2022
Expiration Date:	2/1/2026
Original Issue Date:	7/1/2019
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R54A	This credential authorizes the holder to provide the following services in grades twelve and below, including preschool, and in classes organized primarily for adults: develop, coordinate, and assess instructional programs; evaluate certificated and classified personnel; provide students discipline, including but not limited to suspension and expulsion; provide certificated and classified employees discipline, including but not limited to suspension, dismissal, and reinstatement; supervise certificated and classified personnel; manage school site, district, or county level fiscal services; recruit, employ, and assign certificated and classified personnel; and develop, coordinate, and supervise student support services including but not limited to extracurricular activities, pupil personnel services, health services, library services, and technology support services.	NONE		MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R15P	The term of this credential is limited by the term of the prerequisite credential. To renew this credential, the holder must also renew the prerequisite credential.	TC Code Not Required
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CORTES
First Name:	OLIVIA
Middle Name:	

Document Information:

Document Number:	210020899
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	2/1/2021
Expiration Date:	2/1/2026
Original Issue Date:	7/7/2009
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE			
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	ENGX	English (Examination)	MAJ	7/22/2019
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLSX	Foreign Language: Spanish (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CRUZ GONZALEZ
First Name:	ADRIANA
Middle Name:	

Document Information:

Document Number:	250201773
Document Title:	Crosscultural, Language and Academic Developme
Term:	Clear
Status:	Valid
Issue Date:	6/1/2025
Expiration Date:	
Original Issue Date:	6/1/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	CRUZ GONZALEZ
First Name:	ADRIANA
Middle Name:	

Document Information:

Document Number:	240173480
Document Title:	Single Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	4/17/2024
Expiration Date:	5/1/2029
Original Issue Date:	4/17/2024
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	EN1	English	MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLF	World Language: French	MAJ	

Renewal Requirements

1 - 5 of 5

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
RC	The holder must satisfy the Basic Skills Requirement within one year of the issuance date of this document in order to be eligible to continue teaching.	
READ	The holder must complete the developing English language skills, including reading, requirement.	
PRO	The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.	
US	The holder must complete the U.S. Constitution requirement.	
CPR	The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and adult CPR skills.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250275887

Back | Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	DELOYA GARCIA
First Name:	JESUS
Middle Name:	

Document Information:

Document Number:	250275887
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	6/1/2025
Expiration Date:	6/1/2026
Original Issue Date:	5/1/2024
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatic
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	FLORES
First Name:	MIRIAM
Middle Name:	

Document Information:

Document Number:	240331980
Document Title:	Crosscultural, Language and Academic Developme
Term:	Emergency
Status:	Valid
Issue Date:	8/26/2024
Expiration Date:	9/1/2025
Original Issue Date:	8/26/2024
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P13	To renew this emergency permit, the holder must pass at least TWO of the following CLAD/BCLAD tests: Test 1 or Test 2 or Test 3, if these tests, or their equivalent, were not passed before this emergency permit was issued. If the tests were passed, or if the holder opts to complete coursework in lieu of taking the tests, three semester units of coursework for the CLAD Certificate may be substituted for each test not taken. The holder must apply for renewal through the employing agency which must verify that the holder was provided with an experienced educator to guide and assist the holder throughout the term of this permit.	
EM1	This is the holder's initial emergency permit. By regulation, this permit may be reissued for a maximum of two additional one-year periods provided the holder meets the requirements listed.	

Employment Restrictions

1 - 1 of 1

Organization T	Organization	County
CS	ESCUELA POPULAR/C... FOR TRAINING AND CAREERS, FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	FLORES
First Name:	MIRIAM
Middle Name:	

Document Information:

Document Number:	240135091
Document Title:	Single Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	3/1/2024
Expiration Date:	4/1/2029
Original Issue Date:	3/1/2024
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	EN1	English	MAJ	

Renewal Requirements

1 - 6 of 6

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
READ	The holder must complete the developing English language skills, including reading, requirement.	
RC	The holder must satisfy the Basic Skills Requirement within one year of the issuance date of this document in order to be eligible to continue teaching.	
US	The holder must complete the U.S. Constitution requirement.	
RSMC	The holder must complete the Subject Matter Competence requirement.	
PRO	The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.	
CPR	The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and adult CPR skills.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250075413

Back | Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	GALLEGOS HERNANDEZ
First Name:	ANAYELI
Middle Name:	YAZMIN

Document Information:

Document Number:	250075413
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	3/1/2025
Expiration Date:	4/1/2026
Original Issue Date:	3/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatior
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	GARCIA BARNETT
First Name:	LUIS
Middle Name:	EDGAR

Document Information:

Document Number:	250126815
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	5/16/2025
Expiration Date:	6/1/2026
Original Issue Date:	5/16/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250261678

Back | Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	GONZALEZ
First Name:	AARON
Middle Name:	RAUL

Document Information:

Document Number:	250261678
Document Title:	Short-Term Staff Permit
Term:	
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	7/1/2026
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Autho
ELAS	The following instructional services may be provided to English learners within the content area(s) listed on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SBS	Science: Biological Sciences	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
STP	This certificate may not be renewed.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
CS	ESCUELA POPULAR ACCELERATED FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	GONZALEZ
First Name:	AMBER ESMERALDA
Middle Name:	

Document Information:

Document Number:	250085011
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	5/1/2025
Expiration Date:	5/1/2026
Original Issue Date:	
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

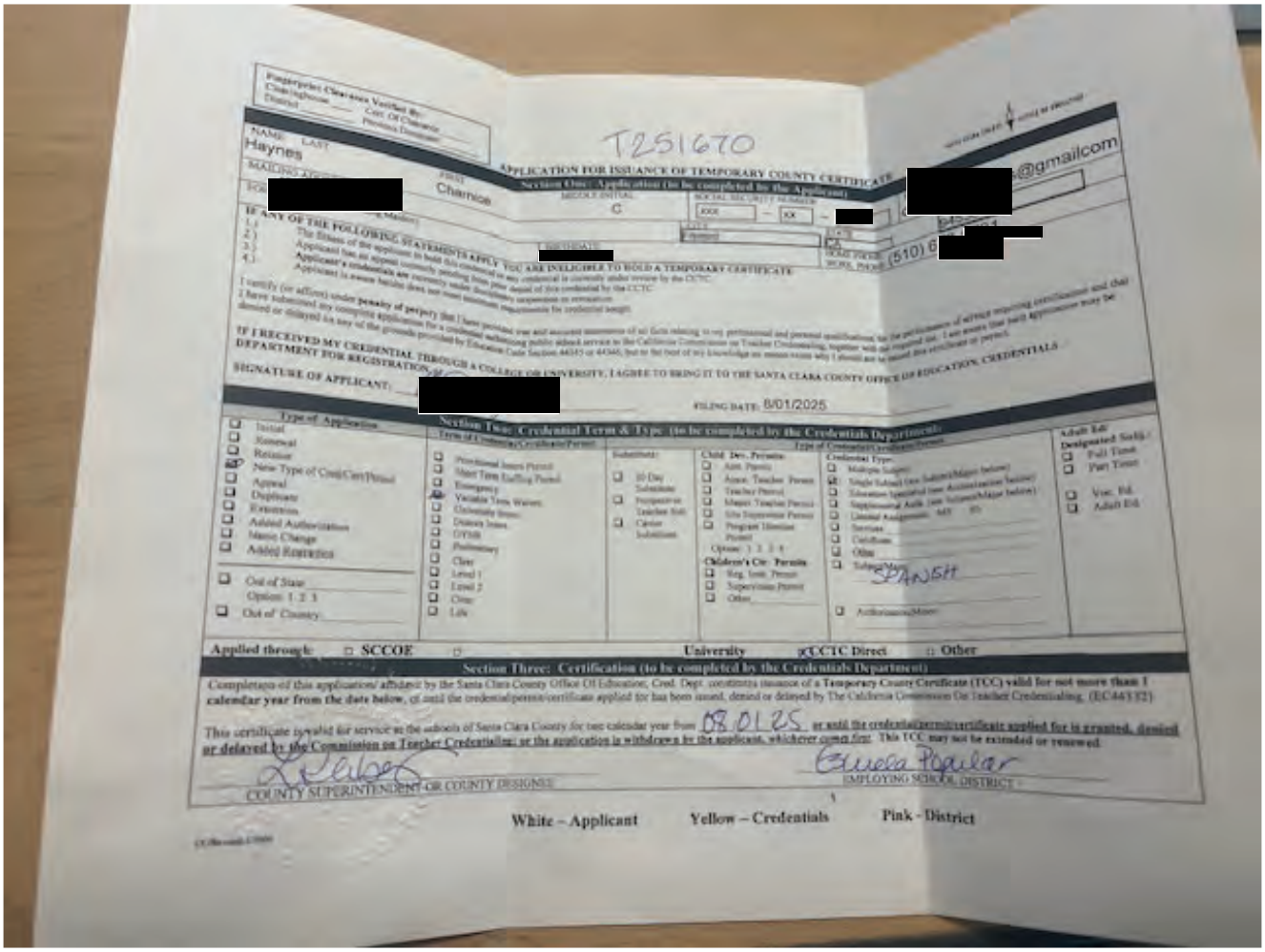
Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County



T251670

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

Section One: Application (to be completed by the Applicant)

NAME: LAST Haynes FIRST Chanice MIDDLE INITIAL C

[redacted]@gmailcom

(510) 6[redacted]

IF ANY OF THE FOLLOWING STATEMENTS APPLY, YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE

1.) Applicant's credentials are currently under disciplinary suspension or revocation.

I certify (or affirm) under penalty of perjury that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted any complete application for a credential authorizing public school service in the California Commission on Teacher Credentialing, together with any required fee. I am aware that such Application may be denied or delayed in any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] FILING DATE: 8/01/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application: Initial; Renewal; Reissue; New Type of Credential; Appeal; Duplicate; Extension; Added Authorization; Name Change; Added Restriction; Out of State; Option: 1 2 3; Out of Country

Term of Credential/Certificate/Permit: Provisional Intern Permit; Short Term Staffing Permit; Emergency; Variable Term Waiver; Substitute Intern; Distance Intern; OTTAN; Preliminary; Clear; Level 1; Level 2; Clear; Life

Substitute: 10 Day Substitute; Permanent Teacher Sub; Career Substitute

Child Dev. Permits: Adm. Permit; Assoc. Teacher Permit; Teacher Permit; Master Teacher Permit; Site Supervisor Permit; Program Director Permit; Option: 1 2 3 4

Children's Ctr. Permits: Reg. Instr. Permit; Supervision Permit; Other

Type of Credential/Certificate/Permit: Credential Type: Multiple Subject; Single Subject (see Subject/Major below); Education Specialist (see Authorization Section); Supplemental Auth. (see Subject/Major below); Limited Assignment; MS/ SS; Services; Certificate; Other; Subject: SPANISH; Authorization/Minor:

Adult Ed: Designated Subjs.: Full Time; Part Time; Voc. Ed.; Adult Ed.

Applied through: ☐ SCCOE ☐ University ☒ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 08.01.25 or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, whichever comes first. This TCC may not be extended or renewed.

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

Eureka Regular
EMPLOYING SCHOOL DISTRICT

White – Applicant Yellow – Credentials Pink - District

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	HAYNES
First Name:	CHARNICE
Middle Name:	CENTRINA

Document Information:

Document Number:	210142337
Document Title:	Multiple Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	6/4/2021
Expiration Date:	7/1/2026
Original Issue Date:	7/18/2017
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 5 of 5

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELAM	The following instructional services may be provided to English learners in the settings and content area(s) specified on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R2B	This credential authorizes the holder to teach single-subject-matter (departmentalized) courses within the field of the supplementary authorization listed in grades nine and below.	ENGL	English	MIN	
R2B	This credential authorizes the holder to teach single-subject-matter (departmentalized) courses within the field of the supplementary authorization listed in grades nine and below.	MATH	Mathematics	MIN	
R2B	This credential authorizes the holder to teach single-subject-matter (departmentalized) courses within the field of the supplementary authorization listed in grades nine and below.	SS	Social Science	MIN	
	This credential authorizes the holder to teach all subjects				

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	HERNANDEZ GONZALEZ
First Name:	ARIADNA
Middle Name:	

Document Information:

Document Number:	240301565
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	11/1/2024
Expiration Date:	12/1/2025
Original Issue Date:	11/1/2024
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:240257347

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	HERNANDEZ GONZALEZ
First Name:	ASTRID
Middle Name:	NICTE-HA

Document Information:

Document Number:	240257347
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	4/1/2025
Expiration Date:	4/1/2026
Original Issue Date:	1/9/2023
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	
1397	This Emergency 30-Day Substitute Permit was issued under SB 1397 (2022) and did not require the holder to meet the Basic Skills Requirement. This permit may be renewed without meeting the Basic Skills Requirement. The waiver of this requirement in the bill does not extend to any other document issued by the Commission on Teacher Credentialing.	

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	HERNANDEZ
First Name:	LITZARELI
Middle Name:	

Document Information:

Document Number:	250011419
Document Title:	District Intern Credential
Term:	
Status:	Valid
Issue Date:	10/12/2024
Expiration Date:	11/1/2026
Original Issue Date:	10/12/2024
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
INTR	This individual has completed the intern preservice preparation, which included specific instructions on the teaching of English learners, and is participating in a Commission approved intern preparation program. The individual must be supported by both the Commission approved program and the employer in the area(s) listed and in his/her work with English learners, and must make satisfactory progress toward program completion for the duration of the intern credential.	STMT	This is a non-authorization statement for Intern Credentials.	EMP	
ELA3	The following instructional services may be provided to English learners limited to the settings or content/specialty area(s) listed at the grade/age levels authorized by the intern credential: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students.	NONE		MAJ	
R9	This credential authorizes the holder to teach single-subject-matter (departmentalized) courses within the authorized field or fields listed in grades six through twelve.	SBS	Science: Biological Sciences	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R29	This certificate is not renewable. To continue to serve in a position authorized by this certificate, the holder must complete the district intern program and obtain the preliminary credential. A one calendar-year extension may be requested by the employer if the holder needs additional time to successfully complete the professional development plan and experience requirements.	TC Code Not Required

Employment Restrictions

1 - 1 of 1

Organization T	Organization	County
CS	ESCUELA POPULAR ACCELERAT... FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

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Document Number:220085661

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	HERNANDEZ
First Name:	MARIA
Middle Name:	GUADALUPE

Document Information:

Document Number:	220085661
Document Title:	Multiple Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	4/9/2022
Expiration Date:	5/1/2027
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2B4	This document authorizes the holder to provide the following services to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults; (2) specially designed content instruction delivered in English in multiple-subject-matter (self-contained) classes, or single-subject-matter (departmentalized) courses as authorized by any supplementary authorization listed; (3) content instruction delivered in the language of emphasis listed in multiple-subject-matter (self-contained) classes, or single-subject-matter (departmentalized) courses as authorized by any supplementary authorization listed; and (4) instruction for primary language development in the language of emphasis listed in grades twelve and below, including preschool, and in classes organized primarily for adults. This bilingual, crosscultural, language and academic development authorization also covers classes authorized by other valid, non-emergency credentials held, as specified in Education Code Section 44253.4.	BLS	BCLAD: Spanish	EMP	
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her	GSX	General Subjects (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	HERNANDEZ
First Name:	MARIA
Middle Name:	GUADALUPE

Document Information:

Document Number:	220232376
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	10/1/2022
Expiration Date:	10/1/2027
Original Issue Date:	12/30/2006
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1B4	This document authorizes the holder to provide the following services to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults; (2) specially designed content instruction delivered in English in single-subject-matter (departmentalized) courses as authorized on this document; (3) content instruction delivered in the language of emphasis listed in single-subject-matter (departmentalized) courses as authorized on this document; and (4) instruction for primary language development in the language of emphasis listed in grades twelve and below, including preschool, and in classes organized primarily for adults. This bilingual, crosscultural, language and academic development authorization also covers classes authorized by other valid non-emergency credentials held, as specified in Education Code Section 44253.4.	BLS	BCLAD: Spanish	EMP	
R1F	This document authorizes the holder to teach the content areas in general mathematics, algebra, geometry, probability and statistics, and consumer mathematics in grades twelve and below, including preschool, and in classes organized primarily for adults.	FMX	Foundational-Level Mathematics (Examination)	MAJ	
	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated				

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	JAIMES MONTANEZ
First Name:	ARELIS
Middle Name:	

Document Information:

Document Number:	240327383
Document Title:	Bilingual Authorization Permit
Term:	Emergency
Status:	Valid
Issue Date:	9/1/2024
Expiration Date:	10/1/2025
Original Issue Date:	9/1/2024
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.4.	NONE		MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P15	To renew this emergency permit, the holder must: (1) pass either Test II (or III depending on the specific language), IV or V of the CSET: World Languages Examination if these exams, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved bilingual program may be substituted based on verification from the program sponsor; (2) pass Test 1 or Test 2 or Test 3 of the CTELs, if these tests, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved CTEL program may be substituted based on verification from the program sponsor; and (3) apply for renewal through the employing agency which must verify that the holder was provided with an experienced educator to guide and assist the holder throughout the term of this permit.	
EM1	This is the holder's initial emergency permit. By regulation, this permit may be reissued for a maximum of two additional one-year periods provided the holder meets the requirements listed.	

Employment Restrictions

1 - 1 of 1

Organization T	Organization	County
CS	ESCUELA POPULAR ACCELERAT... FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

EP-40

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	JAIMES MONTANEZ
First Name:	ARELIS
Middle Name:	

Document Information:

Document Number:	250185567
Document Title:	Crosscultural, Language and Academic Developme
Term:	Clear
Status:	Valid
Issue Date:	7/1/2025
Expiration Date:	
Original Issue Date:	7/1/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	JAIMES MONTANEZ
First Name:	ARELIS
Middle Name:	

Document Information:

Document Number:	240289128
Document Title:	Multiple Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	8/1/2024
Expiration Date:	1/1/2029
Original Issue Date:	12/1/2023
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GS	General Subjects	MAJ	

Renewal Requirements

1 - 5 of 5

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
READ	The holder must complete the developing English language skills, including reading, requirement.	
US	The holder must complete the U.S. Constitution requirement.	
RSMC	The holder must complete the Subject Matter Competence requirement.	
PRO	The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.	
CPR	The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and adult CPR skills.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	KINNE
First Name:	MICHAEL
Middle Name:	JOHN

Document Information:

Document Number:	130130541
Document Title:	Crosscultural, Language and Academic Developme
Term:	Clear
Status:	Valid
Issue Date:	5/17/2013
Expiration Date:	
Original Issue Date:	5/17/2013
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

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Document Number:250273008

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	KINNE
First Name:	MICHAEL
Middle Name:	JOHN

Document Information:

Document Number:	250273008
Document Title:	General Education Limited Assignment Single Subje
Term:	
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2026
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatic
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	ART	Art	MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P19H	To renew this teaching permit the holder must: (1) maintain an appropriate valid prerequisite teaching credential; (2) EITHER (a)complete a minimum of six semester units of coursework applicable toward the credential which authorizes this service; OR (b)take all examinations appropriate to the type of permit requested that have not already been passed, and pass two sections; and (3)apply through the employing agency.	
PLB1	This is the holder's initial Limited Assignment Teaching Permit for this assignment. This permit may be reissued for two additional one-year periods provided the holder meets the requirements listed.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
SD	EAST SIDE UNION HIGH SCHOOL DISTRICT	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	KINNE
First Name:	MICHAEL
Middle Name:	JOHN

Document Information:

Document Number:	250086447
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	5/1/2025
Expiration Date:	5/1/2030
Original Issue Date:	7/17/2001
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	ENGX	English (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	LOPEZ SANDOVAL
First Name:	MARTHA
Middle Name:	LIDIA

Document Information:

Document Number:	250177216
Document Title:	Multiple Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	7/14/2025
Expiration Date:	8/1/2030
Original Issue Date:	7/14/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GS	General Subjects	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R14I	This credential may not be renewed. To qualify for the clear credential, the holder of this document must complete a Commission-approved Induction program including Verification of Completion by the program sponsor.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Document Number:240317604

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MACIAS DE LA CR...
First Name:	MARIBEL
Middle Name:	

Document Information:

Document Number:	240317604
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	3/1/2025
Expiration Date:	3/1/2026
Original Issue Date:	2/1/2024
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	
1397	This Emergency 30-Day Substitute Permit was issued under SB 1397 (2022) and did not require the holder to meet the Basic Skills Requirement. This permit may be renewed without meeting the Basic Skills Requirement. The waiver of this requirement in the bill does not extend to any other document issued by the Commission on Teacher Credentialing.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

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Document Number:250264267

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MACIAS DE LA CRUZ
First Name:	MARIBEL
Middle Name:	

Document Information:

Document Number:	250264267
Document Title:	Bilingual Authorization Permit
Term:	Emergency
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2026
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.4.	NONE		MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P15	To renew this emergency permit, the holder must: (1) pass either Test II (or III depending on the specific language), IV or V of the CSET: World Languages Examination if these exams, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved bilingual program may be substituted based on verification from the program sponsor; (2) pass Test 1 or Test 2 or Test 3 of the CTELs, if these tests, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved CTEL program may be substituted based on verification from the program sponsor; and (3) apply for renewal through the employing agency which must verify that the holder was provided with an experienced educator to guide and assist the holder throughout the term of this permit.	
EM1	This is the holder's initial emergency permit. By regulation, this permit may be reissued for a maximum of two additional one-year periods provided the holder meets the requirements listed.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
SD	EAST SIDE UNION HIGH SCHOOL DISTRICT	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

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Document Number:250264263

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MACIAS DE LA CRUZ
First Name:	MARIBEL
Middle Name:	

Document Information:

Document Number:	250264263
Document Title:	Multiple Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2030
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GSX	General Subjects (Examination)	MAJ	

Renewal Requirements

1 - 3 of 3

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
PRO	The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.	
READ	The holder must complete the developing English language skills, including reading, requirement.	
CPR	The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and adult CPR skills.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

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New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MEDINA
First Name:	FERNANDO
Middle Name:	

Document Information:

Document Number:	230133268
Document Title:	Crosscultural, Language and Academic Developme
Term:	Clear
Status:	Valid
Issue Date:	5/1/2023
Expiration Date:	
Original Issue Date:	5/1/2023
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

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New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MEDINA
First Name:	FERNANDO
Middle Name:	

Document Information:

Document Number:	220137783
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	5/6/2022
Expiration Date:	6/1/2027
Original Issue Date:	7/7/2015
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	PE	Physical Education	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

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Document Number:250261632

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MENDOZA-GUTIERREZ
First Name:	SALLY
Middle Name:	

Document Information:

Document Number:	250261632
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	9/1/2025
Expiration Date:	10/1/2026
Original Issue Date:	9/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatic
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

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Document Number:250241733

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MENDOZA-GUTIERREZ
First Name:	SALLY
Middle Name:	

Document Information:

Document Number:	250241733
Document Title:	Education Specialist Instruction Credential
Term:	Preliminary
Status:	Valid
Issue Date:	8/27/2025
Expiration Date:	9/1/2030
Original Issue Date:	8/27/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELAE	The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R3MM	This authorizes the holder to conduct Educational Assessments related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and Special Education Support to individuals with a primary disability of specific learning disabilities, mild/moderate intellectual disabilities, other health impairment, and emotional disturbance, in kindergarten, grades 1 - 12 through age 22, and classes organized primarily for adults in services across the continuum of program options available.	MM	Mild/Moderate Disabilities	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R19N	This preliminary credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must obtain the recommendation from a Commission-approved Clear Education Specialist Credential Induction program sponsor.	TC Code Not Required

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MORALES
First Name:	YASNA
Middle Name:	

Document Information:

Document Number:	250206470
Document Title:	Multiple Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	7/18/2025
Expiration Date:	12/1/2029
Original Issue Date:	9/1/2010
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GS	General Subjects	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language	NONE		MAJ	7/18/2025

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

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Document Number:250062367

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MURILLO VILLEDA
First Name:	ERICKA
Middle Name:	

Document Information:

Document Number:	250062367
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	6/1/2025
Expiration Date:	6/1/2026
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	TC Code Not Required

Employment Restrictions

No Records

Organization Type	Organization	County

Document Number:250241605

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	MURILLO VILLEDA
First Name:	ERICKA
Middle Name:	

Document Information:

Document Number:	250241605
Document Title:	Single Subject Teaching Credential
Term:	Intern
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2027
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
INTR	This individual has completed the intern preservice preparation, which included specific instructions on the teaching of English learners, and is participating in a Commission approved intern preparation program. The individual must be supported by both the Commission approved program and the employer in the area(s) listed and in his/her work with English learners, and must make satisfactory progress toward program completion for the duration of the intern credential.	STMT	This is a non-authorization statement for Intern Credentials.	EMP	
ELAS	The following instructional services may be provided to English learners within the content area(s) listed on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLSX	Foreign Language: Spanish (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R17	This internship credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must receive a formal recommendation from the supervising college or university for the preliminary or clear credential which authorizes this service.	TC Code Not Required

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
SD	EAST SIDE UNION HIGH SCHOOL DISTRICT	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

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New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	NIETO TORRES
First Name:	MA. MAGDALENA
Middle Name:	

Document Information:

Document Number:	250008600
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	8/9/2024
Expiration Date:	9/1/2029
Original Issue Date:	7/15/2022
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLSX	World Language: Spanish (Examination)	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250260187

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	NIETO TORRES
First Name:	MA MAGDALENA
Middle Name:	

Document Information:

Document Number:	250260187
Document Title:	General Education Limited Assignment Single Subje
Term:	
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2026
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Autho
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	EN1	English	MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P19H	To renew this teaching permit the holder must: (1) maintain an appropriate valid prerequisite teaching credential; (2) EITHER (a)complete a minimum of six semester units of coursework applicable toward the credential which authorizes this service; OR (b)take all examinations appropriate to the type of permit requested that have not already been passed, and pass two sections; and (3)apply through the employing agency.	
PLB1	This is the holder's initial Limited Assignment Teaching Permit for this assignment. This permit may be reissued for two additional one-year periods provided the holder meets the requirements listed.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
SD	EAST SIDE UNION HIGH SCHOOL DISTRICT	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	OCHOA
First Name:	SANJUANA
Middle Name:	CARREON

Document Information:

Document Number:	240275358
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	10/7/2024
Expiration Date:	11/1/2029
Original Issue Date:	
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLSX	Foreign Language: Spanish (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ORNELAS
First Name:	BRIAN
Middle Name:	DAVID

Document Information:

Document Number:	250196324
Document Title:	Multiple Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	7/21/2025
Expiration Date:	2/1/2030
Original Issue Date:	1/15/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GSX	General Subjects (Examination)	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language	NONE		MAJ	7/21/2025

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R14I	This credential may not be renewed. To qualify for the clear credential, the holder of this document must complete a Commission-approved Induction program including Verification of Completion by the program sponsor.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

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New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ORTIZ
First Name:	FABIO
Middle Name:	ANDRES

Document Information:

Document Number:	250206273
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	7/18/2025
Expiration Date:	7/1/2030
Original Issue Date:	6/1/2023
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	MATH	Mathematics	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also	NONE		MAJ	7/18/2025

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ORTIZ
First Name:	YOLANDA
Middle Name:	

Document Information:

Document Number:	250099537
Document Title:	Multiple Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	7/1/2025
Expiration Date:	7/1/2030
Original Issue Date:	
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELAM	The following instructional services may be provided to English learners in the settings and content area(s) specified on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GSX	General Subjects (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	PALACIOS CEBALLOS
First Name:	JUDITH
Middle Name:	MARIA

Document Information:

Document Number:	230277277
Document Title:	Crosscultural, Language and Academic Developmer
Term:	Clear
Status:	Valid
Issue Date:	10/16/2023
Expiration Date:	
Original Issue Date:	10/16/2023
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	PALACIOS CEBALLOS
First Name:	JUDITH
Middle Name:	MARIA

Document Information:

Document Number:	240302701
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	8/19/2024
Expiration Date:	9/1/2029
Original Issue Date:	5/19/2017
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLS	Foreign Language: Spanish	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:160168639

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	PROFFITT
First Name:	JENNIFER
Middle Name:	MELISSA

Document Information:

Document Number:	160168639
Document Title:	Crosscultural, Language and Academic Developme
Term:	Clear
Status:	Valid
Issue Date:	6/7/2016
Expiration Date:	
Original Issue Date:	6/7/2016
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:230072684

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	PROFFITT
First Name:	JENNIFER
Middle Name:	MELISSA

Document Information:

Document Number:	230072684
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	7/1/2023
Expiration Date:	7/1/2028
Original Issue Date:	11/30/2012
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	ENGL	English	MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SS	Social Science	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization Type	Organization	County

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	RAMIREZ
First Name:	ALELI
Middle Name:	ELIZABETH

Document Information:

Document Number:	240287198
Document Title:	Multiple Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	7/1/2024
Expiration Date:	7/1/2029
Original Issue Date:	
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GSX	General Subjects (Examination)	MAJ	
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in t... language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language	NONE		MAJ	7/1/2024

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	RAZO CORTEZ
First Name:	NORMA
Middle Name:	LIZETTE

Document Information:

Document Number:	250208334
Document Title:	Crosscultural, Language and Academic Developmer
Term:	Clear
Status:	Valid
Issue Date:	6/1/2025
Expiration Date:	
Original Issue Date:	6/1/2025
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	RAZO CORTEZ
First Name:	NORMA
Middle Name:	LIZETTE

Document Information:

Document Number:	230197074
Document Title:	Single Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	6/1/2023
Expiration Date:	7/1/2028
Original Issue Date:	6/1/2023
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SS	Social Science	MAJ	

Renewal Requirements

1 - 6 of 6

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
PRO	The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.	
RSMC	The holder must complete the Subject Matter Competence requirement.	
RC	The holder must satisfy the Basic Skills Requirement within one year of the issuance date of this document in order to be eligible to continue teaching.	
US	The holder must complete the U.S. Constitution requirement.	
READ	The holder must complete the developing English language skills, including reading, requirement.	
CPR	The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and adult CPR skills.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	REGUERIN
First Name:	PATRICIA
Middle Name:	LIDIA

Document Information:

Document Number:	210020929
Document Title:	Multiple Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	3/1/2021
Expiration Date:	3/1/2026
Original Issue Date:	9/3/1992
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2BL	This document authorizes the holder to provide the following services to limited-English-proficient pupils: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults; (2) specially designed content instruction delivered in English in multiple-subject-matter (self-contained) classes, or single-subject-matter (departmentalized) courses as authorized by any supplementary authorization listed; (3)content instruction delivered in the language of emphasis listed in multiple-subject-matter (self-contained) classes, or single-subject-matter (departmentalized) courses as authorized by any supplementary authorization listed; and (4) instruction for primary language development in the language of emphasis listed in grades twelve and below, including preschool, and in classes organized primarily for adults. This bilingual, crosscultural, language and academic development authorization also covers classes authorized by other valid, non-emergency credentials held, as specified in Education Code Section 44253.4.	BLS	BCLAD: Spanish	EMP	
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the	GS	General Subjects	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250246861

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	RIVERA CISNEROS
First Name:	ISAIAS
Middle Name:	

Document Information:

Document Number:	250246861
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	9/9/2025
Expiration Date:	10/1/2026
Original Issue Date:	8/5/2024
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance ____
District ____ Previous Document X

T251443

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

SANTA CLARA COUNTY OFFICE OF EDUCATION

Section One: Application (to be completed by the Applicant)

NAME: LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS
Rivera Cisnerso	Isaias		XXX – XX – [redacted]	[redacted]@gmail.com

MAILING ADDRESS	CITY	STATE	ZIP
[redacted]	San Jose	CA	95125

FORMER NAMES (Including Maiden)	BIRTHDATE	HOME PHONE / WORK PHONE
	[redacted]1	(408) [redacted]

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE.

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC
3.) Applicant's credentials are currently under disciplinary suspension or revocation
4.) Applicant is aware he/she does not meet minimum requirements for credential sought

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT [redacted] FILING DATE: 07/10/2001

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application
- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☒ New Type of Cred/Cert/Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction
- ☐ Out of State ____ Option 1 2 3
- ☐ Out of Country ____

Term of Credential/Certificate/Permit
- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☐ Emergency
- ☒ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub.
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other ____

Credential Type:
- ☐ Multiple Subject
- ☒ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services ____
- ☐ Certificate ____
- ☐ Other ____
- ☒ Subject/Major: Foundational-Level General Science
- ☐ Authorization/Minor ____

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed
- ☐ Adult Ed

Applied through: ☐ SCCOE ☐ University ☒ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 8 / 1 / 25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

East Side Union High / Escuela Popular
EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2006

White – Applicant Yellow – Credentials Pink - District

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	RODRIGUEZ MONTENE...
First Name:	OLGA
Middle Name:	MARGARITA

Document Information:

Document Number:	250023205
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	2/1/2025
Expiration Date:	2/1/2026
Original Issue Date:	
Grade:	
Special Grade:	
Deceased Flag:	☐
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authori
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 2 of 2

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
1397	This Emergency 30-Day Substitute Permit was issued under SB 1397 (2022) and did not require the holder to meet the Basic Skills Requirement. This permit may be renewed without meeting the Basic Skills Requirement. The waiver of this requirement in the bill does not extend to any other document issued by the Commission on Teacher Credentialing.	
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	TC Code Not Required

Employment Restrictions

No Records

Organization Ty	Organization	County

Document Number:250230435

Back Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	RODRIGUEZ MONTENE...
First Name:	OLGA
Middle Name:	MARGARITA

Document Information:

Document Number:	250230435
Document Title:	Single Subject Teaching Credential
Term:	Intern
Status:	Valid
Issue Date:	8/15/2025
Expiration Date:	9/1/2027
Original Issue Date:	8/15/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
INTR	This individual has completed the intern preservice preparation, which included specific instructions on the teaching of English learners, and is participating in a Commission approved intern preparation program. The individual must be supported by both the Commission approved program and the employer in the area(s) listed and in his/her work with English learners, and must make satisfactory progress toward program completion for the duration of the intern credential.	STMT	This is a non-authorization statement for Intern Credentials.	EMP	
ELAS	The following instructional services may be provided to English learners within the content area(s) listed on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	FLSX	Foreign Language: Spanish (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R17	This internship credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must receive a formal recommendation from the supervising college or university for the preliminary or clear credential which authorizes this service.	TC Code Not Required

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
SD	EAST SIDE UNION HIGH SCHOOL DISTRICT	SANTA CLARA COUNTY OFFICE OF EDUCATION

Document Number:250286862

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ROMERO PADILLA
First Name:	ELSI
Middle Name:	MARBEY

Document Information:

Document Number:	250286862
Document Title:	Bilingual Authorization Permit
Term:	Emergency
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2026
Original Issue Date:	10/1/2022
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
BASP	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; (3) content instruction delivered in the language of Spanish in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit; and (4) instruction for primary language development in the language of Spanish in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, primary language instruction is limited to the programs authorized by that credential or permit. This bilingual authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.4.	NONE		MAJ	

Renewal Requirements

1 - 3 of 3

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
A10L	The holder of this emergency permit has used the appeal available one time only to applicants who, due to exceptional circumstances, were unable to take and pass the required test(s) or complete the required course work for renewal. The appropriate test(s) must be passed or course work completed for each subsequent renewal of this emergency permit.	
EM2	This is the holder's second emergency permit. By regulation, this permit may be reissued for a maximum of one additional one-year period provided the holder meets the requirements listed.	
P15	To renew this emergency permit, the holder must: (1) pass either Test II (or III depending on the specific language), IV or V of the CSET: World Languages Examination if these exams, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved bilingual program may be substituted based on verification from the program sponsor; (2) pass Test 1 or Test 2 or Test 3 of the CTELs, if these tests, or their equivalent, were not passed before this permit was issued. If all exams have been passed, or if the individual opts to complete coursework, three semester units of coursework from a Commission-approved CTEL program may be substituted based on verification from the program sponsor; and (3) apply for renewal through the employing agency which must verify that the holder was provided with an experienced educator to guide and assist the holder throughout the term of this permit.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
CS	ESCUELA POPULAR ACCELERATED FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance ____
District _____ Previous Document X

T251537

SANTA CLARA COUNTY OFFICE OF EDUCATION

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

Section One: Application (to be completed by the Applicant)

NAME: LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS
Romero Padilla	Elsi	M	xxx – xx – [redacted]	[redacted]@gmail.com

MAILING ADDRESS: STREET	CITY	STATE	ZIP
[redacted]	San Jose	CA	95119

FORMER NAMES (Including Maiden):	BIRTHDATE:	HOME PHONE: / WORK PHONE:
	[redacted]3	(408) [redacted]

[redacted]Y OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) **Applicant's credentials are** currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] **FILING DATE:** 7/22/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application
- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☐ New Type of Cred/Cert/Permit
- ☒ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction

- ☐ Out of State _____ Option: 1 2 3
- ☐ Out of Country _____

Term of Credential/Certificate/Permit
- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☑ Emergency
- ☐ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub.
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other_____

Credential Type:
- ☐ Multiple Subject
- ☐ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services _____
- ☑ Certificate EBCLAD
- ☐ Other _____
- ☑ Subject/Major: Spanish
- ☐ Authorization/Minor: _____

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed.
- ☐ Adult Ed.

Applied through: ☒ SCCOE ☐ University ☐ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 8/1/25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

[redacted] East Union High / Escuela Popular

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE — EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2006

White – Applicant **Yellow – Credentials** **Pink - District**

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	ROMERO PADILLA
First Name:	ELSI
Middle Name:	MARBEY

Document Information:

Document Number:	220223815
Document Title:	Multiple Subject Teaching Credential
Term:	Preliminary
Status:	Valid
Issue Date:	7/22/2022
Expiration Date:	8/1/2027
Original Issue Date:	7/22/2022
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R2M	This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.	GS	General Subjects	MAJ	

Renewal Requirements

1 - 6 of 6

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
RC	The holder must satisfy the Basic Skills Requirement within one year of the issuance date of this document in order to be eligible to continue teaching.	
READ	The holder must complete the developing English language skills, including reading, requirement.	
US	The holder must complete the U.S. Constitution requirement.	
RSMC	The holder must complete the Subject Matter Competence requirement.	
PRO	The holder must satisfy the professional level requirement by completing a Commission-approved Induction Program.	
CPR	The holder must verify completion of training in cardiopulmonary resuscitation (CPR) which included infant, child, and adult CPR skills.	

Employment Restrictions

No Records

Organization T	Organization	County

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance ____
District ____ Previous Document ____

T251677

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

SANTA CLARA COUNTY OFFICE OF EDUCATION

Section One: Application (to be completed by the Applicant)

NAME: LAST: Sanchez Barrera | FIRST: David | MIDDLE INITIAL: I

SOCIAL SECURITY NUMBER: XXX – XX – [redacted]

E-MAIL ADDRESS: [redacted]0@gmail.com

MAILING ADDRESS: STREET: [redacted]

CITY: San Jose | STATE: CA | ZIP: 95112

FORMER NAMES (Including Maiden):

BIRTHDATE: [redacted]

HOME PHONE:

WORK PHONE: (408) [redacted]

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) Applicant's credentials are currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted]

FILING DATE: 8/01/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application

- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☒ New Type of Cred/Cert/Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction
- ☐ Out of State ____ Option: 1 2 3
- ☐ Out of Country ____

Term of Credential/Certificate/Permit

- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☐ Emergency
- ☒ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub.
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other ____

Credential Type:
- ☐ Multiple Subject
- ☒ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services ____
- ☐ Certificate ____
- ☐ Other ____
- ☐ Subject/Major: MATH
- ☐ Authorization/Minor: ____

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed.
- ☐ Adult Ed.

Applied through: ☒ SCCOE ☐ **University** ☐ **CCTC Direct** ☐ **Other**

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 08/01/25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed.**

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

Escuela Popular

EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2006

White – Applicant **Yellow – Credentials** **Pink - District**

Commission on Teacher Credentialing

Login | Search

Document Number:W25001148

Back | Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	SANCHEZ BARRERA
First Name:	DAVID
Middle Name:	ISRAEL

Document Information:

Document Number:	W25001148
Document Title:	Single Subject Teaching Credential
Term:	Waiver
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	6/30/2026
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	MATH	Mathematics	MAJ	
ELAS	The following instructional services may be provided to English learners within the content area(s) listed on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	

Renewal Requirements

No Records

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
CS	ESCUELA POPULAR/CENTER FOR TRAINING AND CAREERS, FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	STANTON
First Name:	ETHAN
Middle Name:	ASHKIN

Document Information:

Document Number:	210107974
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	8/1/2021
Expiration Date:	8/1/2026
Original Issue Date:	6/22/2009
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE			
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	ENGX	English (Examination)	MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SSX	Social Science (Examination)	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	TC Code Not Required

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:240066573

Back | Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	TAPIA
First Name:	MAGALI
Middle Name:	

Document Information:

Document Number:	240066573
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	6/1/2024
Expiration Date:	6/1/2025
Original Issue Date:	
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	TC Code Not Required

Employment Restrictions

No Records

Organization Type	Organization	County

Document Number:250241750

Back Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	TAPIA
First Name:	MAGALI
Middle Name:	

Document Information:

Document Number:	250241750
Document Title:	Single Subject Teaching Credential
Term:	Intern
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	9/1/2027
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 3 of 3

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
INTR	This individual has completed the intern preservice preparation, which included specific instructions on the teaching of English learners, and is participating in a Commission approved intern preparation program. The individual must be supported by both the Commission approved program and the employer in the area(s) listed and in his/her work with English learners, and must make satisfactory progress toward program completion for the duration of the intern credential.	STMT	This is a non-authorization statement for Intern Credentials.	EMP	
ELAS	The following instructional services may be provided to English learners within the content area(s) listed on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	SS	Social Science	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R17	This internship credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must receive a formal recommendation from the supervising college or university for the preliminary or clear credential which authorizes this service.	TC Code Not Required

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
SD	EAST SIDE UNION HIGH SCHOOL DISTRICT	SANTA CLARA COUNTY OFFICE OF EDUCATION

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	TORRES HERMOSILLO
First Name:	HORTENCIA
Middle Name:	

Document Information:

Document Number:	250078633
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	6/1/2025
Expiration Date:	6/1/2026
Original Issue Date:	
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	TC Code Not Required

Employment Restrictions

No Records

Organization Type	Organization	County

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance ____
District ____ Previous Document X

T251441

SANTA CLARA COUNTY OFFICE OF EDUCATION

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

Section One: Application (to be completed by the Applicant)

NAME: LAST: Torres Hermosillo | FIRST: Hortencia | MIDDLE INITIAL:
SOCIAL SECURITY NUMBER: XXX – XX – [redacted]
E-MAIL ADDRESS: [redacted]gmail.com
MAIL [redacted] STREET: [redacted]3
CITY: San Jose | STATE: CA | ZIP: 95116
FORMER NAMES (Including Maiden):
[redacted] /1976
HOME PHONE:
WORK PHONE: (408) [redacted]1

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE:

1.) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC.
2.) Applicant has an appeal currently pending from prior denial of this credential by the CCTC.
3.) Applicant's credentials are currently under disciplinary suspension or revocation.
4.) Applicant is aware he/she does not meet minimum requirements for credential sought.

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] FILING DATE: 8/01/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application
- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☒ New Type of Cred/Cert/Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction
- ☐ Out of State ____ Option: 1 2 3
- ☐ Out of Country ____

Term of Credential/Certificate/Permit
- ☐ Provisional Intern Permit
- ☐ Short Term Staffing Permit
- ☐ Emergency
- ☒ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ OYNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst. Permit
- ☐ Assoc. Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option: 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other ____

Type of Credential/Certificate/Permit

Credential Type:
- ☐ Multiple Subject
- ☒ Single Subject (see Subject/Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject/Major below)
- ☐ Limited Assignment: MS SS
- ☐ Services ____
- ☐ Certificate ____
- ☐ Other ____

☒ Subject/Major: Physical Education

☐ Authorization/Minor: ____

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed
- ☐ Adult Ed

Applied through: ☐ SCCOE ☐ University ☒ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC44332)

This certificate is valid for service in the schools of Santa Clara County for ~~one calendar year~~ 3 months from 8/1/25 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*.** This TCC may not be extended or renewed.

COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

East Side Union High / Escuela Popular
EMPLOYING SCHOOL DISTRICT

CC/Revised 1/2016

White – Applicant Yellow – Credentials Pink - District

Fingerprint Clearance Verified By:
Clearinghouse ____ Cert. Of Clearance ____
District ____ Previous Document X

T251917

SANTA CLARA COUNTY OFFICE OF EDUCATION

APPLICATION FOR ISSUANCE OF TEMPORARY COUNTY CERTIFICATE

Section One: Application (to be completed by the Applicant)

NAME - LAST	FIRST	MIDDLE INITIAL	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS
Torres Hermosillo	Hortencia		XXX – XX – [redacted]7	[redacted]@gmail.com

MAILING ADDRESS - STREET	CITY	STATE	ZIP
[redacted]	San Jose	CA	95116

FORMER NAME(S) (Including Maiden): [redacted]

HOME PHONE
WORK PHONE (408) [redacted]

IF ANY OF THE FOLLOWING STATEMENTS APPLY YOU ARE INELIGIBLE TO HOLD A TEMPORARY CERTIFICATE

1) The fitness of the applicant to hold this credential or any credential is currently under review by the CCTC
2) Applicant has an appeal currently pending from prior denial of this credential by the CCTC
3) Applicant's credentials are currently under disciplinary suspension or revocation
4) Applicant is aware he/she does not meet minimum requirements for credential sought

I certify (or affirm) under **penalty of perjury** that I have provided true and accurate statements of all facts relating to my professional and personal qualifications, for the performance of service requiring certification and that I have submitted my complete application for a credential authorizing public school service to the California Commission on Teacher Credentialing, together with the required fee. I am aware that such application may be denied or delayed on any of the grounds provided by Education Code Section 44345 or 44346, but to the best of my knowledge no reason exists why I should not be issued this certificate or permit.

IF I RECEIVED MY CREDENTIAL THROUGH A COLLEGE OR UNIVERSITY, I AGREE TO BRING IT TO THE SANTA CLARA COUNTY OFFICE OF EDUCATION, CREDENTIALS DEPARTMENT FOR REGISTRATION.

SIGNATURE OF APPLICANT: [redacted] **FILING DATE:** 8/01/2025

Section Two: Credential Term & Type (to be completed by the Credentials Department)

Type of Application

- ☐ Initial
- ☐ Renewal
- ☐ Reissue
- ☒ New Type of Cred Cert Permit
- ☐ Appeal
- ☐ Duplicate
- ☐ Extension
- ☐ Added Authorization
- ☐ Name Change
- ☐ Added Restriction

- ☐ Out of State Option 1 2 3
- ☐ Out of Country

Term of Credential/Certificate/Permit

- ☐ Provisional Intern Permit
- ☒ Short Term Staffing Permit
- ☐ Emergency
- ☐ Variable Term Waiver
- ☐ University Intern
- ☐ District Intern
- ☐ DVNR
- ☐ Preliminary
- ☐ Clear
- ☐ Level 1
- ☐ Level 2
- ☐ Clear
- ☐ Life

Type of Credential/Certificate/Permit

Substitute:
- ☐ 30 Day Substitute
- ☐ Perspective Teacher Sub
- ☐ Career Substitute

Child Dev. Permits:
- ☐ Asst Permit
- ☐ Assoc Teacher Permit
- ☐ Teacher Permit
- ☐ Master Teacher Permit
- ☐ Site Supervisor Permit
- ☐ Program Director Permit

Option 1 2 3 4

Children's Ctr. Permits
- ☐ Reg. Instr. Permit
- ☐ Supervision Permit
- ☐ Other

Credential Type:
- ☐ Multiple Subject
- ☒ Single Subject (see Subject Major below)
- ☐ Education Specialist (see Authorization below)
- ☐ Supplemental Auth. (see Subject Major below)
- ☐ Limited Assignment MS SS
- ☐ Services
- ☐ Certificate
- ☐ Other
- ☐ Subject Major

Social Science

- ☐ Authorization/Minor

ELAS

Adult Ed/ Designated Subj.:
- ☐ Full Time
- ☐ Part Time
- ☐ Voc. Ed
- ☐ Adult Ed

Applied through: ☐ SCCOE ☒ SCCOE Online **University** ☐ CCTC Direct ☐ Other

Section Three: Certification (to be completed by the Credentials Department)

Completion of this application/ affidavit by the Santa Clara County Office Of Education, Cred. Dept. constitutes issuance of a **Temporary County Certificate (TCC) valid for not more than 1 calendar year from the date below**, or until the credential/permit/certificate applied for has been issued, denied or delayed by The California Commission On Teacher Credentialing. (EC 44332)

This certificate is valid for service in the schools of Santa Clara County for one calendar year from 10 / 01 / 2025 **or until the credential/permit/certificate applied for is granted, denied or delayed by the Commission on Teacher Credentialing; or the application is withdrawn by the applicant, *whichever comes first*. This TCC may not be extended or renewed**

Kalani MB
COUNTY SUPERINTENDENT OR COUNTY DESIGNEE

Charter- Escuela Popular
EMPLOYING SCHOOL DISTRICT

(1) Revised 7/2/20

White – Applicant **Yellow – Credentials** **Pink - District**

Commission on Teacher Credentialing

Login | Search

New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	TORREZ
First Name:	MARIA
Middle Name:	ESPERANZA

Document Information:

Document Number:	230125429
Document Title:	Crosscultural, Language and Academic Developme
Term:	Clear
Status:	Valid
Issue Date:	5/1/2023
Expiration Date:	
Original Issue Date:	5/1/2023
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
ELA1	The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for adults. If the prerequisite credential or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
S31B	This certificate need not be renewed. The authorization shall remain in force as long as the valid prerequisite credential or permit is held concurrently.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

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New Search

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	TORREZ
First Name:	MARIA
Middle Name:	ESPERANZA

Document Information:

Document Number:	240302684
Document Title:	Single Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	8/19/2024
Expiration Date:	9/1/2029
Original Issue Date:	8/23/2017
Grade:	
Special Grade:	
Deceased Flag:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorization Date
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	MATH	Mathematics	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
R20	To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.	

Employment Restrictions

No Records

Organization T	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:240320346

Back | Email Document

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	VILLALVAZO RODRIGUEZ
First Name:	LUIS
Middle Name:	DAVID

Document Information:

Document Number:	240320346
Document Title:	30-Day Substitute Teaching Permit
Term:	Emergency
Status:	Valid
Issue Date:	10/15/2024
Expiration Date:	11/1/2025
Original Issue Date:	10/15/2024
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 1 of 1

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Aut
P30	This permit authorizes the holder to serve as a substitute teacher for not more than thirty days for any one teacher during a school year in grades twelve and below, including preschool, and in classes organized primarily for adults. The holder may serve on this permit in any county in which the document is registered provided the employing agency has a statement of need on file for the school year.	NONE		MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
P30	To renew this permit, the holder needs to submit an application and fee through his or her employing school district or county office of education, or directly to the Commission.	

Employment Restrictions

No Records

Organization Type	Organization	County

Commission on Teacher Credentialing

Login | Search

Document Number:250272721

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To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name:	VILLALVAZO RODRIGUEZ
First Name:	LUIS
Middle Name:	DAVID

Document Information:

Document Number:	250272721
Document Title:	Short-Term Staff Permit
Term:	
Status:	Valid
Issue Date:	8/1/2025
Expiration Date:	8/1/2026
Original Issue Date:	8/1/2025
Grade:	
Special Grade:	
SB1969 (Title 5 §80487):	

Authorization / Subjects

1 - 2 of 2

Authorization Code	Authorization Description	Subject Code	Subject Description	Major/ Minor	Added Authorizatic
ELAS	The following instructional services may be provided to English learners within the content area(s) listed on this document: (1) English language development defined as instruction designed specifically for limited-English-proficient students to develop their listening, speaking, reading, and writing skills in English; and (2) specially designed content instruction delivered in English defined as instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient students. This English learner authorization also covers classes taught on the basis of other valid, non-emergency credentials or permits held within the settings or content/specialty area(s) listed at the grade or age levels authorized.	NONE		MAJ	
R1S	This document authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults.	MATH	Mathematics	MAJ	

Renewal Requirements

1 - 1 of 1

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code	Renewal Description	Additional Description
STP	This certificate may not be renewed.	

Employment Restrictions

1 - 1 of 1

Organization Type	Organization	County
CS	ESCUELA POPULAR/CENTER FOR TRAINING AND CAREERS, FAMILY LEARNING	SANTA CLARA COUNTY OFFICE OF EDUCATION

EXHIBIT “B”

PowerSchool SIS

Escuela Popular Under 19 25-26 Quarter 2

Master Course Schedule - School Year by Teachers

Teacher	Day	Period DA1	Period DL1	Period DL2	Period DL3	Period DL4	Period DL5	Period DL6	Period DL7
Arroyo Chavez, Cindy Lizbeth (EPE294)	A	Fourth Grade 4.4A 29 Room 731 DA1(A) Term: 25-26	Math E200.4A 29 Room 731 DL1(A) Term: 25-26	Spanish Language Arts E100.4A 29 Room 731 DL2(A) Term: 25-26	English Language Arts E800.4A 29 Room 731 DL3(A) Term: 25-26	Physical Education E400.4A 29 Room 731 DL4(A) Term: 25-26	Specialty Class - Handwork E920.4A 29 Room 731 DL5(A) Term: 25-26		
Cifuentes, Alba Liliana (EPE308)	A			Physical Education E400.6A 18 Room 503/Field DL2(A) Term: 25-26 ---------- Physical Education E400.6B 18 Room 503/Field DL2(A) Term: 25-26		Physical Education E400.8A 22 Room 503/Field DL4(A) Term: 25-26	Physical Education E400.8B 23 Room 503/Field DL5(A) Term: 25-26	Physical Education E400.7A 18 Room 503/Field DL6(A) Term: 25-26	Physical Education E400.7B 19 Room 503/Field DL7(A) Term: 25-26
Cortes Herrera, Judith (EPE262)	A	First Grade 1.1A 24 Room 704 DA1(A) Term: 25-26	Spanish Reading E120.1A 24 Room 704 DL1(A) Term: 25-26	Spanish Writing E110.1A 24 Room 704 DL2(A) Term: 25-26	Math E200.1A 24 Room 704 DL3(A) Term: 25-26	Physical Education E400.1A 24 Room 704 DL4(A) Term: 25-26	Specialty Class - Handwork E920.1A 24 Room 704 DL5(A) Term: 25-26	English Language Development E500.1A 24 Room 704 DL6(A) Term: 25-26	
Cortes Valencia, Silvia Roxana (EPE218)	A	Second Grade 2.2A 31 Room 706 DA1(A) Term: 25-26	Spanish Reading E120.2A 31 Room 706 DL1(A) Term: 25-26	Spanish Writing E110.2A 31 Room 706 DL2(A) Term: 25-26	Specialty Class - Handwork E920.2A 31 Room 706 DL3(A) Term: 25-26	Physical Education E400.2A 31 Room 706 DL4(A) Term: 25-26	Math E200.2A 31 Room 706 DL5(A) Term: 25-26	English Language Development E500.2A 31 Room 706 DL6(A) Term: 25-26	
Haynes, Charnice Centrina (EPE270)	A		Social Studies E700.6B 18 Room 732 DL1(A) Term: 25-26		English Language Arts E800.6B 18 Room 732 DL3(A) Term: 25-26	ELD/English Lab E550.6B 18 Room 732 DL4(A) Term: 25-26	Social Studies E700.6A 18 Room 732 DL5(A) Term: 25-26	English Language Arts E800.6A 18 Room 732 DL6(A) Term: 25-26	ELD/English Lab E550.6A 18 Room 732 DL7(A) Term: 25-26

Teacher	Day	Period DA1	Period DL1	Period DL2	Period DL3	Period DL4	Period DL5	Period DL6	Period DL7
Jaimes Montanez, Arelis (EPAFL2301)	A	Kindergarten K.KA 30 Room 700 DA1(A) Term: 25-26	Spanish Reading E120.KA 30 Room 700 DL1(A) Term: 25-26	Spanish Writing E110.KA 30 Room 700 DL2(A) Term: 25-26	Math E200.KA 30 Room 700 DL3(A) Term: 25-26	English Language Development E500.KA 30 Room 700 DL4(A) Term: 25-26	Physical Education E400.KA 30 Room 700 DL5(A) Term: 25-26	Specialty Class - Handwork E920.KA 30 Room 700 DL6(A) Term: 25-26	
Lopez Sandoval, Martha Lidia (EPHS483)	A	Third Grade 3.3A 14 Room 705 DA1(A) Term: 25-26	Spanish Language Arts E100.3A 14 Room 705 DL1(A) Term: 25-26	Math E200.3A 14 Room 705 DL2(A) Term: 25-26	Physical Education E400.3A 14 Room 705 DL3(A) Term: 25-26	Specialty Class - Handwork E920.3A 14 Room 705 DL4(A) Term: 25-26	English Language Arts E800.3A 14 Room 705 DL5(A) Term: 25-26		
Macias De La Cruz, Maribel (EPE286)	A	Fifth Grade 5.5A 30 Room 732 DA1(A) Term: 25-26	Spanish Language Arts E100.5A 30 Room 732 DL1(A) Term: 25-26	Math E200.5A 30 Room 732 DL2(A) Term: 25-26	English Language Arts E800.5A 30 Room 732 DL3(A) Term: 25-26	Physical Education E400.5A 30 Room 732 DL4(A) Term: 25-26	Specialty Class - Handwork E920.5A 30 Room 732 DL5(A) Term: 25-26		
Morales, Yasna (EPE122)	A	Transitional Kindergarten TK.TKA 18 Room 701 DA1(A) Term: 25-26		Math E200.TKA 18 Room 701 DL2(A) Term: 25-26	Spanish Language Arts E100.TKA 18 Room 701 DL3(A) Term: 25-26	English Language Development E500.TKA 18 Room 701 DL4(A) Term: 25-26			
Ornelas, Brian David (EPE283)	A		English Language Arts E800.8B 23 Room 729 DL1(A) Term: 25-26	Social Studies E700.8B 23 Room 729 DL2(A) Term: 25-26	ELD/English Lab E550.8B 23 Room 729 DL3(A) Term: 25-26		ELD/English Lab E550.8A 22 Room 729 DL5(A) Term: 25-26	Social Studies E700.8A 22 Room 729 DL6(A) Term: 25-26	English Language Arts E800.8A 22 Room 729 DL7(A) Term: 25-26
Ortiz, Fabio Andres (EPE291)	A		Math E200.7A 18 Room 728 DL1(A) Term: 25-26		Math E200.8A 22 Room 728 DL3(A) Term: 25-26	Math E200.6A 18 Room 728 DL4(A) Term: 25-26	Math E200.7B 19 Room 728 DL5(A) Term: 25-26	Math E200.6B 18 Room 728 DL6(A) Term: 25-26	Math E200.8B 23 Room 728 DL7(A) Term: 25-26
Palacios, Judith Maria (EPHS453)	A		Spanish Language Arts E100.8A 22 Room 726 DL1(A) Term: 25-26	Spanish Language Arts E100.7A 18 Room 726 DL2(A) Term: 25-26	Spanish Language Arts E100.6A 18 Room 726 DL3(A) Term: 25-26	Spanish Language Arts E100.7B 19 Room 726 DL4(A) Term: 25-26	Spanish Language Arts E100.6B 18 Room 726 DL5(A) Term: 25-26	Spanish Language Arts E100.8B 23 Room 726 DL6(A) Term: 25-26	
Ramirez, Aleli Elizabeth (EPHS366)	A		English Language Arts E800.7B 19 Room 727 DL1(A) Term: 25-26	Social Studies E700.7B 19 Room 727 DL2(A) Term: 25-26	English Language Arts E800.7A 18 Room 727 DL3(A) Term: 25-26	Social Studies E700.7A 18 Room 727 DL4(A) Term: 25-26		ELD/English Lab E550.7B 19 Room 727 DL6(A) Term: 25-26	ELD/English Lab E550.7A 18 Room 727 DL7(A) Term: 25-26
Rivera Cisneros, Isaias (EPE297)	A		Science E600.6A 18 Room 602 DL1(A) Term: 25-26	Science E600.8A 22 Room 602 DL2(A) Term: 25-26	Science E600.7B 19 Room 602 DL3(A) Term: 25-26	Science E600.8B 23 Room 602 DL4(A) Term: 25-26	Science E600.7A 18 Room 602 DL5(A) Term: 25-26		Science E600.6B 18 Room 602 DL7(A) Term: 25-26

Teacher	Day	Period DA1	Period DL1	Period DL2	Period DL3	Period DL4	Period DL5	Period DL6	Period DL7
Romero Padilla, Elsi Marbey (EPE289)	A	Third Grade 3.3B 15 Room 702 DA1(A) Term: 25-26	English Language Arts E800.3B 15 Room 702 DL1(A) Term: 25-26	Math E200.3B 15 Room 702 DL2(A) Term: 25-26	Physical Education E400.3B 15 Room 702 DL3(A) Term: 25-26	Specialty Class - Handwork E920.3B 15 Room 702 DL4(A) Term: 25-26	Spanish Language Arts E100.3B 15 Room 702 DL5(A) Term: 25-26		

PowerSchool SIS

Escuela Popular Under 19 25-26 Quarter 2

Master Course Schedule - School Year by Teachers

Teacher	Day	Period A1	Period A2	Period A3	Period A4	Period A5	Period A6	Period A7
Abrego, Wilson Richard (EPHS497)	A	Physical Education 1 605PE C.20HS 20 Room Gym Field A1(A) Term: Q2	Physical Education 1 605PE C.21HS 27 Room Gym Field A2(A) Term: Q2			Physical Education 1 605PE C.22HS 13 Room Gym Field A5(A) Term: Q2	Physical Education 1 605PE C.23HS 0 Room Gym Field A6(A) Term: Q2	Physical Education 1 605PE C.24HS 30 Room Gym Field A7(A) Term: Q2
Cantera, Adan (EPHS456)	A	CCSS Integrated Math III 328M C.20HS 6 Room 600 A1(A) Term: Q2	CCSS Integrated Math II 327M C.20HS 2 Room 600 A2(A) Term: Q2	CCSS Integrated Math II 327M C.21HS 13 Room 600 A3(A) Term: Q2	Study Skills 901SS N.30HS 9 Room 600 A4(A) Term: Q2		CCSS Integrated Math II 327M C.23HS 5 Room 600 A6(A) Term: Q2	
Gonzalez, Aaron Raul (23215)	A	Integrated Science 1 212S C.20HS 10 Room 601 A1(A) Term: Q2		Integrated Science 1 212S C.21HS 21 Room 601 A3(A) Term: Q2	Integrated Science 1 212S C.22HS 12 Room 601 A4(A) Term: Q2		Integrated Science 2 208S C.20HS 4 Room 601 A6(A) Term: Q2	
Hernandez, Maria G (EPH114)	A	Math Lab 319M N.20HS 11 Room 106 A1(A) Term: Q2	Math Lab 319M N.27HS 0 Room 106 A2(A) Term: Q2	Study Skills 901SS N.29HS 9 Room 106 A3(A) Term: Q2				
Kinne, Michael John (2465)	A		English 3 136E C.20HS 11 Room 403 A2(A) A3(A) Term: Q2	English 3 136E C.20HS 11 Room 403 A2(A) A3(A) Term: Q2	English 2 118E C.20HS 20 Room 403 A4(A) A5(A) Term: Q2	English 2 118E C.20HS 20 Room 403 A4(A) A5(A) Term: Q2	Fine Art 1101A C.20HS 1 Room 403 A6(A) Term: Q2	Fine Art 1101A C.21HS 21 Room 403 A7(A) Term: Q2
Murillo Villeda, Ericka (355)	A		ELD 2 161E N.20HS 10 Room 720 A2(A) A3(A) A4(A) Term: Q2	ELD 2 161E N.20HS 10 Room 720 A2(A) A3(A) A4(A) Term: Q2	ELD 2 161E N.20HS 10 Room 720 A2(A) A3(A) A4(A) Term: Q2	Spanish for Spanish Speakers 1 501L C.20HS 14 Room 720 A5(A) Term: Q2	Study Skills 901SS N.21HS 13 Room 720 A6(A) Term: Q2	

Teacher	Day	Period A1	Period A2	Period A3	Period A4	Period A5	Period A6	Period A7
Nieto Torres, Magdalena (361)	A		ELD 3 163E N.20HS 19 Room 603 A2(A) A3(A) A4(A) Term: Q2	ELD 3 163E N.20HS 19 Room 603 A2(A) A3(A) A4(A) Term: Q2	ELD 3 163E N.20HS 19 Room 603 A2(A) A3(A) A4(A) Term: Q2	English 1 115E C.20HS 29 Room 603 A5(A) A6(A) Term: Q2	English 1 115E C.20HS 29 Room 603 A5(A) A6(A) Term: Q2	
Rodriguez Montenegro, Olga Margarita (EPHS377)	A	Spanish for Spanish Speakers 1 501L C.21HS 19 Room 207 A1(A) Term: Q2		ELD 1 160E N.20HS 10 Room 207 A3(A) A4(A) A5(A) Term: Q2	ELD 1 160E N.20HS 10 Room 207 A3(A) A4(A) A5(A) Term: Q2	ELD 1 160E N.20HS 10 Room 207 A3(A) A4(A) A5(A) Term: Q2	Study Skills 901SS N.22HS 10 Room 207 A6(A) Term: Q2	
Tapia, Magali (EPH081)	A	Study Skills 901SS N.23HS 14 Room 721 A1(A) Term: Q2	World History and Geography 400H C.20HS 7 Room 721 A2(A) Term: Q2		US Government 420H C.20HS 11 Room 721 A4(A) Term: Q2	US History and Geography 410H C.20HS 11 Room 721 A5(A) Term: Q2	World History and Geography 400H C.21HS 16 Room 721 A6(A) Term: Q2	
TBD, TBD (EPE203)	A	Basic Computer Skills 1 701CT N.20HS 12 Room 710 Media A1(A) Term: Q2	Basic Computer Skills 1 701CT N.21HS 20 Room 710 Media A2(A) Term: Q2			Basic Computer Skills 1 701CT N.22HS 4 Room 710 Media A5(A) Term: Q2	Basic Computer Skills 1 701CT N.23HS 1 Room 710 Media A6(A) Term: Q2	Basic Computer Skills 1 701CT N.24HS 19 Room 710 Media A7(A) Term: Q2
Villalvazo Rodriguez, Luis David (EPE309)	A	CCSS Integrated Math II 327M C.24HS 6 Room 401 A1(A) Term: Q2	CCSS Integrated Math I 326M C.20HS 5 Room 401 A2(A) Term: Q2	CCSS Integrated Math I 326M C.21HS 8 Room 401 A3(A) Term: Q2	CCSS Integrated Math I 326M C.22HS 10 Room 401 A4(A) Term: Q2		CCSS Integrated Math I 326M C.23HS 22 Room 401 A6(A) Term: Q2	

PowerSchool SIS

Escuela Popular Over 19 25-26 Quarter 2

Master Course Schedule - School Year by Teachers

Teacher	Day	Period A1	Period A2	Period A3	Period A4	Period A5	Period A6
Abrego, Wilson Richard (EPHS497)	A	Physical Education 1 605PE C.20 36 Room Gym Field A1(A) Term: Q2	Physical Education 1 605PE C.21 14 Room Gym Field A2(A) Term: Q2			Physical Education 1 605PE C.22 4 Room Gym Field A5(A) Term: Q2	Physical Education 1 605PE C.23 50 Room Gym Field A6(A) Term: Q2
Cantera, Adan (EPHS456)	A	CCSS Integrated Math III 328M C.20 3 Room 600 A1(A) Term: Q2	CCSS Integrated Math II 327M C.20 1 Room 600 A2(A) Term: Q2	CCSS Integrated Math II 327M C.21 4 Room 600 A3(A) Term: Q2	Study Skills 901SS N.30 1 Room 600 A4(A) Term: Q2		CCSS Integrated Math II 327M C.23 1 Room 600 A6(A) Term: Q2
Cruz Gonzalez, Adriana (EPHS512)	A		Conversational English 138E N.20 12 Room 500 A2(A) Term: Q2	2A ELD 103E N.20 31 Room 500 A3-A5(A) Term: Q2	2A ELD 103E N.20 31 Room 500 A3-A5(A) Term: Q2	2A ELD 103E N.20 31 Room 500 A3-A5(A) Term: Q2	
Deloya Garcia, Jesus (EPHS517)	A			1B ELD 102E N.20 24 Room 105 A3-A5(A) Term: Q2	1B ELD 102E N.20 24 Room 105 A3-A5(A) Term: Q2	1B ELD 102E N.20 24 Room 105 A3-A5(A) Term: Q2	
Flores, Miriam (EPHS514)	A			2B ELD 104E N.20 21 Room 206 A3-A5(A) Term: Q2	2B ELD 104E N.20 21 Room 206 A3-A5(A) Term: Q2	2B ELD 104E N.20 21 Room 206 A3-A5(A) Term: Q2	
Gallegos Hernandez, Anayeli (EPE314)	A			1A ELD 101E N.20 41 Room 107 A3-A5(A) Term: Q2	1A ELD 101E N.20 41 Room 107 A3-A5(A) Term: Q2	1A ELD 101E N.20 41 Room 107 A3-A5(A) Term: Q2	
Gonzalez, Aaron Raul (23215)	A	Integrated Science 1 212S C.20 14 Room 601		Integrated Science 1 212S C.21 4 Room 601	Integrated Science 1 212S C.22 10 Room 601	Study Skills 901SS N.20 1 Room 601 A5(A) Term: Q2	Integrated Science 2 208S C.20 3 Room 601

Teacher	Day	Period A1	Period A2	Period A3	Period A4	Period A5	Period A6
		A1(A) Term: Q2		A3(A) Term: Q2	A4(A) Term: Q2		A6(A) Term: Q2
Hernandez, Maria G (EPH114)	A	Math Lab 1ML N.20 32 Room 106 A1(A) Term: Q2	Math Lab 1ML N.27 41 Room 106 A2(A) Term: Q2	Study Skills 901SS N.29 3 Room 106 A3(A) Term: Q2			
Kinne, Michael John (2465)	A		English 3 136E C.20 11 Room 403 A2(A) A3(A) Term: Q2	English 3 136E C.20 11 Room 403 A2(A) A3(A) Term: Q2			Fine Art 1101A C.20 53 Room 403 A6(A) Term: Q2
Murillo Villeda, Ericka (355)	A					Spanish for Spanish Speakers 1 501L C.20 10 Room 720 A5(A) Term: Q2	
Razo Cortez, Norma Lizette (EPH094)	A			3B ELD 106E N.20 3 Room 201 A3-A5(A) Term: Q2	3B ELD 106E N.20 3 Room 201 A3-A5(A) Term: Q2	3B ELD 106E N.20 3 Room 201 A3-A5(A) Term: Q2	
Rodriguez Montenegro, Olga Margarita (EPHS377)	A	Spanish for Spanish Speakers 1 501L C.21 36 Room 207 A1(A) Term: Q2					
Stanton, Ethan Ashkin (EPHS355)	A		English 1 115E C.20 24 Room 402 A2(A) A3(A) Term: Q2	English 1 115E C.20 24 Room 402 A2(A) A3(A) Term: Q2	English 2 118E C.20 13 Room 402 A4(A) A5(A) Term: Q2	English 2 118E C.20 13 Room 402 A4(A) A5(A) Term: Q2	
Tapia, Magali (EPH081)	A		World History and Geography 400H C.20 13 Room 721 A2(A) Term: Q2		US Government 420H C.20 12 Room 721 A4(A) Term: Q2	US History and Geography 410H C.20 10 Room 721 A5(A) Term: Q2	World History and Geography 400H C.21 0 Room 721 A6(A) Term: Q2
TBD, TBD (EPHS332)	A	Basic Computer Skills 1 701CT N.20 28 Room 710 Media A1(A) Term: Q2	Basic Computer Skills 1 701CT N.21 10 Room 710 Media A2(A) Term: Q2			Basic Computer Skills 1 701CT N.22 12 Room 710 Media A5(A) Term: Q2	Basic Computer Skills 1 701CT N.23 58 Room 710 Media A6(A) Term: Q2
Torres Hermosillo, Hortencia (EPH116)	A	Study Skills 901SS N.21 30 Room 205 A1(A) Term: Q2	Study Skills 901SS N.22 32 Room 205 A2(A) Term: Q2	3A ELD 105E N.20 14 Room 205 A3(A) A4(A) A5(A) Term: Q2	3A ELD 105E N.20 14 Room 205 A3(A) A4(A) A5(A) Term: Q2	3A ELD 105E N.20 14 Room 205 A3(A) A4(A) A5(A) Term: Q2	

Teacher	Day	Period A1	Period A2	Period A3	Period A4	Period A5	Period A6
Villalvazo Rodriguez, Luis David (EPE309)	A	CCSS Integrated Math II 327M C.24 6 Room 401 A1(A) Term: Q2	CCSS Integrated Math I 326M C.20 26 Room 401 A2(A) Term: Q2	CCSS Integrated Math I 326M C.21 4 Room 401 A3(A) Term: Q2	CCSS Integrated Math I 326M C.22 14 Room 401 A4(A) Term: Q2		CCSS Integrated Math I 326M C.23 20 Room 401 A6(A) Term: Q2

PowerSchool SIS

Escuela Popular Over 19 25-26 Quarter 2

Master Course Schedule - School Year by Teachers

Teacher	Day	Period P1	Period P2	Period P3	Period P4	Period P5	Period P6
Aguayo, Araceli Sandoval (EPHS474)	A			1B ELD 102E N.21 24 Room 206 P3(A) P4(A) P5(A) Term: Q2	1B ELD 102E N.21 24 Room 206 P3(A) P4(A) P5(A) Term: Q2	1B ELD 102E N.21 24 Room 206 P3(A) P4(A) P5(A) Term: Q2	
Carreon Padilla, Sergio (EPH300)	A		Spanish for Spanish Speakers 1 501L C.22 60 Room 720 P2(A) Term: Q2	3A ELD 105E N.21 38 Room 720 P3-P5(A) Term: Q2	3A ELD 105E N.21 38 Room 720 P3-P5(A) Term: Q2	3A ELD 105E N.21 38 Room 720 P3-P5(A) Term: Q2	
Cifuentes, Alba Liliana (EPE308)	A	Physical Education 1 605PE C.25 72 Room 503 P1(A) Term: Q2	Physical Education 1 605PE C.26 53 Room 503 P2(A) Term: Q2				
Cortes Valencia, Silvia Roxana (EPE218)	A			1B ELD 102E N.22 22 Room 721 P3-P5(A) Term: Q2	1B ELD 102E N.22 22 Room 721 P3-P5(A) Term: Q2	1B ELD 102E N.22 22 Room 721 P3-P5(A) Term: Q2	
Cruz Gonzalez, Adriana (EPHS512)	A	Conversational English 138E N.22 65 Room 500 P1(A) Term: Q2		Study Skills 901SS N.24 29 Room 500 P3(A) Term: Q2	English 1 115E C.21 41 Room 500 P4(A) P5(A) Term: Q2	English 1 115E C.21 41 Room 500 P4(A) P5(A) Term: Q2	Conversational English 138E N.21 27 Room 500 P6(A) Term: Q2
Deloya Garcia, Jesus (EPHS517)	A		3B ELD 106E N.21 38 Room 201 P2-P4(A) Term: Q2	3B ELD 106E N.21 38 Room 201 P2-P4(A) Term: Q2	3B ELD 106E N.21 38 Room 201 P2-P4(A) Term: Q2		Study Skills 901SS N.23 49 Room 201 P6(A) Term: Q2
Flores, Miriam (EPHS514)	A		Conversational English 138E N.23 33 Room 403	English 3 136E C.21 20 Room 403 P3(A) P4(A) Term: Q2	English 3 136E C.21 20 Room 403 P3(A) P4(A) Term: Q2	English 2 118E C.21 23 Room 403 P5(A) P6(A) Term: Q2	English 2 118E C.21 23 Room 403 P5(A) P6(A) Term: Q2

Teacher	Day	Period P1	Period P2	Period P3	Period P4	Period P5	Period P6
			P2(A) Term: Q2				
Gallegos Hernandez, Anayeli (EPE314)	A			1A ELD 101E N.23 30 Room 205 P3-P5(A) Term: Q2	1A ELD 101E N.23 30 Room 205 P3-P5(A) Term: Q2	1A ELD 101E N.23 30 Room 205 P3-P5(A) Term: Q2	
Gonzalez, Amber Esmeralda (EPE293)	A			2A ELD 103E N.21 43 Room 207 P3-P5(A) Term: Q2	2A ELD 103E N.21 43 Room 207 P3-P5(A) Term: Q2	2A ELD 103E N.21 43 Room 207 P3-P5(A) Term: Q2	
Hernandez, Litzareli (EPHS502)	A	Study Skills 901SS N.25 72 Room 601 P1(A) Term: Q2	Integrated Science 2 208S C.21 3 Room 601 P2(A) Term: Q2	Integrated Science 1 212S C.23 28 Room 601 P3(A) Term: Q2	Integrated Science 1 212S C.24 9 Room 601 P4(A) Term: Q2	Study Skills 901SS N.26 59 Room 601 P5(A) Term: Q2	Integrated Science 1 212S C.25 16 Room 601 P6(A) Term: Q2
Hernandez, Maria G (EPH114)	A	Math Lab 1ML N.22 35 Room 401 P1(A) Term: Q2	Math Lab 1ML N.21 48 Room 401 P2(A) Term: Q2	CCSS Integrated Math II 327M C.26 16 Room 401 P3(A) Term: Q2	Math Lab 1ML N.23 14 Room 401 P4(A) Term: Q2		CCSS Integrated Math II 327M C.25 9 Room 401 P6(A) Term: Q2
Lopez Sandoval, Martha Lidia (EPHS483)	A		2B ELD 104E N.21 45 Room 402 P2-P4(A) Term: Q2	2B ELD 104E N.21 45 Room 402 P2-P4(A) Term: Q2	2B ELD 104E N.21 45 Room 402 P2-P4(A) Term: Q2		
Medina, Fernando (EPH111)	A						Physical Education 1 605PE C.24 111 Room 206 P6(A) Term: Q2
Mendoza Gutierrez, Sally (EPE290)	A				1A ELD 101E N.21 30 Room 106 P4-P6(A) Term: Q2	1A ELD 101E N.21 30 Room 106 P4-P6(A) Term: Q2	1A ELD 101E N.21 30 Room 106 P4-P6(A) Term: Q2
Palacios, Judith Maria (EPHS453)	A	1A ELD 101E N.22 21 Room 106 P1-P3(A) Term: Q2	1A ELD 101E N.22 21 Room 106 P1-P3(A) Term: Q2	1A ELD 101E N.22 21 Room 106 P1-P3(A) Term: Q2			
Razo Cortez, Norma Lizette (EPH094)	A	Study Skills 901SS N.27 72 Room 722 P1(A) Term: Q2	World History and Geography 400H C.22 25 Room 722 P2(A) Term: Q2		Study Skills 901SS N.28 19 Room 722 P4(A) Term: Q2	US Government 420H C.21 22 Room 722 P5(A) Term: Q2	US History and Geography 410H C.21 6 Room 722 P6(A) Term: Q2
Sanchez Barrera, David Israel (EPHS518)	A	Math Lab 1ML N.25 38 Room 602	Math Lab 1ML N.24 49 Room 602	CCSS Integrated Math I 326M C.24 24	Math Lab 1ML N.26 0 Room 602	CCSS Integrated Math I 326M C.25 11	CCSS Integrated Math I 326M C.26 56

Teacher	Day	Period P1	Period P2	Period P3	Period P4	Period P5	Period P6
		P1(A) Term: Q2	P2(A) Term: Q2	Room 602 P3(A) Term: Q2	P4(A) Term: Q2	Room 602 P5(A) Term: Q2	Room 602 P6(A) Term: Q2
Tapia, Magali (EPH081)	A					Study Skills 901SS N.31_34 Room 107 P5(A) Term: Q2	Study Skills 901SS N.32_50 Room 107 P6(A) Term: Q2

EXHIBIT “C”

Commission on Teacher Credentialing

Bilingual Authorizations (CL-628b)

Bilingual Authorizations allow the holders to provide instruction to English Learners (EL). Assembly Bill (AB) 1871, signed by the Governor on September 30, 2008, provides for the issuance of bilingual authorizations rather than certificates, and expanded the options available to meet the requirements for the Bilingual Authorization. For a summary of all documents that authorize instruction to EL students, see the leaflet Serving English Learners, CL-622. The section below lists the types of instruction authorized by Bilingual Authorizations. Each type of instruction is defined below.

Types of Instruction to English Learners Authorized by the Bilingual Authorization

- Instruction for English Language Development (ELD)
- Instruction for Primary Language Development
- Specially Designed Academic Instruction Delivered in English (SDAIE)
- Content Instruction Delivered in the Primary Language

Definitions of Types of Instruction

Instruction for English language development (ELD) means instruction designed specifically for EL students to develop their listening, speaking, reading, and writing skills in English. This type of instruction is also known as English as a Second Language (ESL) or Teaching English to Speakers of Other Languages (TESOL).

- Instruction for *primary language development* means instruction for EL students to develop their listening, speaking, reading, and writing skills in their primary language.

- *Specially Designed Academic Instruction Delivered in English (SDAIE)* means instruction in a subject area delivered in English that is specially designed to provide EL students with access to the curriculum.

- *Content Instruction Delivered in the Primary Language* means instruction for EL students in a subject area delivered in the students' primary language.

Authorization

English Language Development (ELD) and instruction for primary language development are generally authorized at the level indicated by the holder's prerequisite credential (see list of prerequisites in #1, below) including preschool, grades K-12 and in classes organized primarily for adults. With a Children's Center Instructional Permit, Child Development Permit or a Children's Center Supervision Permit, ELD and instruction for primary language development are limited to the programs authorized by the permits. With a Designated Subjects Teaching Credential in adult education, ELD and instruction for primary language development are limited to classes organized primarily for adults. With all prerequisite credentials or permits, Specially Designed Academic Instruction Delivered in English (SDAIE) and content instruction delivered in the primary language are authorized in the subjects and grade levels of the prerequisite credential or permit.

Requirements for the Bilingual Authorization

Individuals must satisfy **all** of the following requirements:

1. Possess a valid California teaching credential, Speech-Language Pathology or Clinical or Rehabilitative Services Credential with a Special Class Authorization, School Nurse Services Credential with a Special Teaching Authorization in Health, Visiting Faculty Permit, Children's Center Permit (excluding emergency), or Child Development Permit (excluding Assistant and Associate Permit) that authorizes the holder to provide instruction to pupils.

   The following, however, are **not** appropriate prerequisite credentials or permits:
   - Emergency Permits
   - Provisional Internship Permits
   - Short-Term Staff Permits
   - District Intern Credentials
   - University Intern Credentials
   - Exchange Credentials
   - Sojourn Certificated Employee Credentials
   - Services credentials without a special class authorization

2. Verify **one** of the following:

   a. Valid Language Development Specialist (LDS) Certificate, CLAD Certificate, teaching credential with an English Learner Authorization or CLAD Emphasis, or

b. Eligibility for a CLAD Certificate or teaching credential with an English learner authorization based on one of the following:

   - Passing scores on Subtests 1, 2 and 3 of the California Teacher of English Learners (CTEL) Examination. Scores used for certification purposes may be no older than ten years from the individual passed exam date.

   - Possession of an out-of-state credential showing an English learner authorization.

   - Possession of the National Board for Professional Teaching Standards certificate in Early and Middle Childhood/English as a New Language or Early Adolescence through Young Adulthood/English as a New Language.

3. Verify **one** of the following:

   a. Passing scores on Tests II (or III depending on the language, covering Language and Communication), IV, and V of the California Subject Examinations for Teachers (CSET): World Languages. Scores used for certification purposes may be no older than ten years from the individual passed exam date.

   b. Completion of course work in a Commission-approved bilingual program. Once the program has been completed, the program sponsor must recommend the applicant for the Bilingual Authorization.

   c. Completion of course work in a Commission-approved bilingual program combined with passing scores on the CSET: World Languages Examination(s), based on equivalency as determined by a Commission-approved Bilingual Authorization program. For more information, see Coded Correspondence 10-07.

Teachers who hold a valid, non-emergency California Single Subject or Standard Secondary Teaching Credential with a major in a language other than English need not take Test II or III of the CSET: World Languages Exam to qualify for a bilingual authorization in that language. Teachers who hold a three-year or higher degree from a foreign institution in which all instruction is delivered in a language other than English also do not need to take Test II or III to qualify for a bilingual authorization in that language. The foreign institution must be equivalent in status to a regionally-accredited institution of higher education in the United States.

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Examination Information

The CTEL examinations consist of the following three tests:

- CTEL 1: Language and Language Structure
- CTEL 2: Assessment and Instruction
- CTEL 3: Culture and Inclusion

The CSET: World Languages examinations used for bilingual authorizations consist of the following three tests:

- Test II (or III depending on specific language): Language and Communication (Listening, Speaking, Reading, Writing).
- Test IV: Bilingual Education and Bilingualism.
- Test V: Geographic, Historical, Sociopolitical, and Sociocultural Contexts.

Information regarding test dates, fees, and registration may be obtained by contacting the CSET program directly. See Table 1 for a list of the bilingual subtests by language.

CSET Program
Evaluation Systems Group of Pearson
1224 N Market Boulevard
Sacramento, CA 95834
http://www.ctcexams.nesinc.com
Phone: (800) 205-3334 (toll free, US and Canada only)
9:00 a.m.–5:00 p.m. Pacific Time - M–F (excl. holidays)
Automated information system (available 24 hours)

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Assessor Agency for Portuguese

To earn a Bilingual authorization in Portuguese, individuals may take the CSET: World Languages Subtest IV (Bilingual Education and Bilingualism) and the Bilingual assessment administered by the following Commission-approved assessor agency:

California State University-Stanislaus
1 University Circle
Turlock, CA 95382
(209) 667-3638
Contact: Dr. Elmano Costa
CSU Stanislaus Center for Portuguese Studies
ecosta@csustan.edu

Obtaining a Bilingual Authorization Based on a Previously Issued Comparable Document

Individuals holding a valid Bilingual Certificate of Competence (BCC) or BCLAD Certificate may apply to have a Bilingual Authorization added to any valid prerequisite credential or permit with the

submission of an application (form 41-4) and current application fee. Please note that a separate application and fee will be required for each document for which the authorization is requested. This action is not required. The BCC and BCLAD Certificate authorize the same service as the Bilingual Authorization and remain valid as long as the teacher's prerequisite teaching credential remains valid.

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Out-of-State Prepared Individuals with Bilingual Authorization

If an individual is applying for a Multiple Subject, Single Subject, or Education Specialist Teaching Credential and evidence of a full bilingual authorization from a state other than California is submitted with that application packet, there is no need to apply separately for the bilingual authorization; the bilingual authorization will be listed on the corresponding teaching credential. There is no need to submit a separate application and fee if applying via this method.

All other individuals who hold a bilingual authorization from a state other than California may apply directly to the Commission for a bilingual authorization by satisfying all of the following:

1. Possess a valid California prerequisite credential.
2. Satisfy the second-language requirement.
3. Submit a copy of the out-of-state credential verifying a full bilingual authorization [1].
4. Submit a completed application (form 41-4).
5. Submit full application processing fees.

Note [1]: See Table 2 at the end of this leaflet for more information on comparable out-of-state bilingual authorizations.

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Applying for a Bilingual Authorization

Individuals that complete a Bilingual Authorization program or a combination of program course work and bilingual examinations must be recommended by their Commission-approved Bilingual Authorization program sponsor and complete the application and payment online. Individuals that pass all the required CSET: World Languages subtests and meet the requirements below may apply directly to the Commission
for the Bilingual Authorization by submitting **all** of the following:

1. **One** of the following:
    a. Verify holding or eligibility for a CLAD Certificate or teaching credential with an English learner authorization (For more information, see leaflet CL-628C).
    b. Original or photocopy of a CTEL Examination score report.
    c. Photocopy of an out-of-state credential showing a full English learner authorization.
2. Original or photocopy of the CSET: World Languages Examination score report.

3. Completed application (form 41-4).
4. Application processing fee.

Applicants requesting the bilingual authorization who hold more than one eligible document must designate the specific prerequisite document to which the authorization should be added. If more than one valid prerequisite document is held, it is not necessary to file an additional application or pay an additional fee, as the authorization on one document already applies to all other valid prerequisites held by the teacher. However, if an individual wants to add the authorization to more than one document, a separate application and fee will be required for each additional valid prerequisite document.

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Table 1
CSET Subtests Required for the Bilingual Authorization

- The first subtest listed (either Subtest II or Subtest III, depending on the language) assesses language and communication skills.

  Note: the language and communication skills subtest that can be used toward a Bilingual Authorization is the same subtest for that content area as is used toward obtaining the Single Subject Teaching Credential in the corresponding language other than English.

- Subtest IV does not focus on any specific language (the same test applies to all languages) and assesses the methodology of bilingual education.

- Subtest V assesses bilingual cultural knowledge (the same test is used for Cantonese and Mandarin).

Click the table header to sort by that column. Type the Language name, or Requirement Type in the second row to filter that column.

Bilingual Authorization Area	CSET Subtests Required
Bilingual Authorization Area	CSET Subtests Required
Arabic	Arabic Subtest II [1] (193) World Languages Subtest IV (250) Arabic Subtest V (251)

Bilingual Authorization Area	CSET Subtests Required
Armenian	Armenian Subtest II [1] (195) World Languages Subtest IV (250) Armenian Subtest V (252)
Cantonese	Cantonese Subtest III [1] (204) World Languages Subtest IV (250) Chinese Subtest V (253)
Farsi	Farsi Subtest II [1] (197) World Languages Subtest IV (250) Farsi Subtest V (254)
Filipino	Filipino Subtest II [1] (191) World Languages Subtest IV (250) Filipino Subtest V (255)
French	French Subtest III [1] (150) World Languages Subtest IV (250) French Subtest V (256)
German	German Subtest III [1] (153) World Languages Subtest IV (250) German Subtest V (257)
Hebrew	Hebrew Subtest I (test code 301) World Languages Subtest IV (test code 250) Hebrew Subtest V (test code 266)
Hmong	Hmong Subtest II [1] (199) World Languages Subtest IV (250) Hmong Subtest V (259)
Japanese	Japanese Subtest III [1] (159) World Languages Subtest IV (250) Japanese Subtest V (260)

Bilingual Authorization Area	CSET Subtests Required
Khmer	Khmer Subtest II [1] (201) World Languages Subtest IV (250) Khmer Subtest V (261)
Korean	Korean Subtest III [1] (162) World Languages Subtest IV (250) Korean Subtest V (262)
Mandarin	Mandarin Subtest III [1] (165) World Languages Subtest IV (250) Chinese Subtest V (253)
Punjabi	Punjabi Subtest III [1] (168) World Languages Subtest IV (250) Punjabi Subtest V (263)
Russian	Russian Subtest III [1] (156) World Languages Subtest IV (250) Russian Subtest V (264)
Spanish	Spanish Subtest III [1] (147) World Languages Subtest IV (250) Spanish Subtest V (258)
Vietnamese	Vietnamese Subtest III [1] (171) World Languages Subtest IV (250) Vietnamese Subtest V (265)

Note [1]: For the Bilingual Authorization, passage of this subtest is not required if (1) you hold a valid, nonemergency Single Subject or Standard Secondary Teaching Credential with a major in the language authorized by the Bilingual Authorization you are seeking or (2) you hold a three-year or higher degree from a foreign institution in which all instruction is delivered in the language authorized by the Bilingual Authorization you are seeking and the institution is equivalent in status to a regionally accredited institution of higher education in the United States.

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Guide to Out-of-State Bilingual Authorizations
May 2017

Individuals who hold teaching credentials from another state with one of the authorizations listed in the following chart may request that the corresponding Bilingual authorization be listed on their California teaching credential. For additional information, see Coded Correspondence 17-05 regarding Bilingual authorizations.

This is a **guide** and may not contain all acceptable Bilingual authorizations issued by each state. The Commission continues to research this information and changes will be made as additional information becomes available.

An individual who holds a document with a Bilingual authorization not included in the guide must provide a letter from the state agency that issued the document that verifies that the document issued authorized the holder to provide the equivalent English language development (ELD), specially designed academic instruction in English (SDAIE), primary language development, and content instruction delivered in the primary language services at the time the individual earned the document. Primary language development is defined as instruction for English learner students to develop their listening, speaking, reading, and writing skills in their primary language. Content instruction delivered in the primary language is defined as instruction for English learner students in a subject area delivered in the students' primary language.

The Commission reserves the right to make the final determination regarding the equivalency of any authorization submitted for evaluation.

Table 2
Out-of-State Bilingual Authorizations/Endorsements

Click the table header to sort by that column. Type the Sate name, or Authorization/ Endorsement Type in the second row to filter that column.

State	Bilingual Authorization/ Endorsement
State	Bilingual Authorization/Endorsement
Alabama	None
Alaska	None
Arizona	Bilingual Education - Must be Full Endorsement. **Provisional Bilingual not acceptable.**

State	Bilingual Authorization/ Endorsement
Arkansas	None
Colorado	Culturally and Linguistically Diverse Bilingual Education
Connecticut	Bilingual Elementary Education (K-8) Secondary Bilingual (7-12)
Delaware	Bilingual Teacher (K-12)
District of Columbia	Bilingual Education/ Bilingual Special Education (Only acceptable if they hold ESL and Bilingual)
Florida	None
Georgia	None
Hawaii	None
Idaho	Bilingual Education
Illinois	Bilingual Education **Transitional Bilingual Educator NOT comparable**
Indiana	None
Iowa	None
Kansas	None
Kentucky	None
Louisiana	None **Bilingual Specialist - Not acceptable**
Maine	None
Maryland	None
Massachusetts	Transitional Bilingual Learning Endorsement
Michigan	Bilingual

State	Bilingual Authorization/ Endorsement
Minnesota	Bilingual/ Bicultural Education K-8 and 5-12
Mississippi	None
Missouri	None
Montana	None
Nebraska	Bilingual Education
Nevada	Bilingual Endorsement
New Hampshire	None
New Jersey	Bilingual/ Bicultural Education
New Mexico	Bilingual Education
New York	Bilingual Education Extension - Only valid if also holds ESOL **Supplementary Bilingual Education Extension NOT acceptable.**
North Carolina	None
North Dakota	Bilingual Education K-12
Ohio	**Supplemental Bilingual Education not comparable**
Oklahoma	None
Oregon	ESOL/ Bilingual **Bilingual "specialization" alone is not comparable**
Pennsylvania	None
Rhode Island	Bilingual and Dual Language Education Teacher PK-12 (Only acceptable if they hold ESL **and** Bilingual).
South Carolina	None
South Dakota	None

State	Bilingual Authorization/ Endorsement
Tennessee	None
Texas	Bilingual Generalist Bilingual Supplemental
Utah	Dual-Language Immersion (Only acceptable if they also hold ESL or ELL endorsement)
Vermont	Bilingual Education (Only acceptable if they also hold ESL or ELL endorsement)
Virginia	None
Washington	Bilingual Education
West Virginia	None
Wisconsin	Bilingual-Bicultural Education
Wyoming	None

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Reference:
California Education Code, Sections 44203 and 44253.1 through 44253.10; and Title 5, California Code of Regulations, Sections 80015 through 80016, 80024.1 through 80024.2.1, 80024.7, and 80024.8.

CL-628B May, 2017

Updated May 08, 2024

Commission on Teacher Credentialing

Certification Glossary

Waivers

Effective July 1, 1994, the responsibility to waive credentials and credential requirements shifted from the California Department of Education (CDE) to CCTC under the authority of EC 44225(m). There are two types of waivers authorized by regulations.

Short Term Waiver: Short-term waivers may be approved at the local level to provide the employing agency with one semester or less to address unanticipated, immediate, short-term organizational needs by assigning only individuals who hold basic teaching credentials to teach outside their credentialed authorizations, with the consent of the teacher. They may be issued once to any individual teacher and only once for a given class.

Variable Term Waiver: Variable term waivers are waiver requests that are reviewed by Commission staff and acted upon by the Commission at a regularly scheduled meeting. This waiver provides the employing agency up to one year to: 1) allow individuals additional time to complete a credential requirement, 2) facilitate assignment in school programs to address issues of educational reform, 3) allow geographically isolated regions with severely limited ability time to hire and develop personnel, or 4) obtain waivers for situations when all other hiring efforts have been exhausted.

Commission on Teacher Credentialing

Emergency 30-Day Substitute Teaching Permit (CL-505p)

The Emergency 30-Day Substitute Teaching Permit authorizes the holder to serve as a day-to-day substitute teacher in any classroom, including preschool, kindergarten, and grades 1-12 inclusive, or in classes organized primarily for adults. The holder may serve as a substitute for no more than 30 days for any one teacher during the school year, except in a special education classroom, where the holder may serve for no more than 20 days for any one teacher during the school year.

This permit is valid for one year and is renewable. In order to employ individuals on an Emergency 30-Day Substitute Teaching Permit, the employing agency must keep a completed Statement of Need form (CL-505a) on file at their office for the duration of the school year.

Requirements for Initial Issuance

Applications submitted must include all of the following:

1. Official transcripts showing the conferral of a baccalaureate or higher degree from a regionally accredited college or university. This satisfies both the degree requirement and the Basic Skills Requirement beginning 6/29/2024.
2. Submit an application through CTC Online, and if not previously submitted to the Commission, complete the fingerprinting process.
3. Application processing fees.

How to Apply

Individuals may submit their application packet through their employer or directly to the Commission through CTC Online. Visit Direct Application Submission for instructions on submitting your application online.

Renewing Your Permit

Effective October 1, 2009, all Emergency 30-Day Substitute Permits must be renewed online. Paper applications for renewal received on or after October 1, 2009 will be returned to sender with a letter instructing them to renew online. Visit the Credentialing Information webpage to renew your permit online.

Period of Validity

Applications for initial issuance will be valid for one year beginning the date the application was received at the Commission or employing agency. Applications for renewal submitted prior to the expiration date of the current permit will be valid for one year beginning the date the current permit expires. Applications for renewal submitted after the current permit expires will be valid for one year starting the date the application is submitted to the employing agency or to the Commission.

Reference:

Title 5, California Code of Regulations, Section 80025

CL-505P December, 2016

Updated October 14, 2024

Commission on Teacher Credentialing

Emergency/Long Term

The Commission issues emergency teaching or services permits at the request of employers who are unable to sufficiently recruit fully credentialed staff to fulfill their employment needs.

Regulations governing the issuance and renewal of teaching and emergency permits were written with the intention of seeking the best interests of the students in the classroom, as well as employers and credential candidates for the purpose of assuring suitably qualified persons are providing instruction in our schools.

Teaching and emergency permits allow qualified individuals who have completed some or most of their credential requirements to be employed while completing the remaining requirements for their prospective credentials (EC §44300(a)(3)(A)).

Update Related to CPR Requirement

Pursuant to Education Code 44841, beginning July 1, 2025, local educational agencies must not hire an individual on a Short Term Staff Permit, Provisional Internship Permit, or Teaching Permit for Statutory Leave unless the individual has earned a Cardiopulmonary Resuscitation (CPR) certification that meets the standards established by the American Heart Association or the American Red Cross.

Emergency Permits Issued by the Commission

Responsibility of the Employer Requesting the Emergency Permits

Updated April 11, 2025

Commission on Teacher Credentialing

English Learner Authorization - CLAD Certificate (CL-628C)

The English Learner (EL) Authorization and Crosscultural, Language, and Academic Development (CLAD) Certificate authorize instruction to English learners. For a summary of all documents that authorize instruction to EL students, see the leaflet Serving English Learners, CL-622. The section below lists the types of instruction authorized. Each type of instruction is defined below.

Types of Instruction Authorized by the EL Authorization/CLAD Certificate

- Instruction for English Language Development (ELD)
- Specially Designed Academic Instruction Delivered in English (SDAIE)

Definitions of Types of Instruction

- *English Language Development (ELD)* is a content subject area. ELD is instruction appropriate for the level of language proficiency as identified for each EL student. The instruction is designed to promote the effective and efficient acquisition of listening, speaking, reading, and writing skills of the EL student. This type of instruction is also known as *English as a Second Language* (ESL) or *Teaching English to Speakers of Other Languages* (TESOL).

- *Specially Designed Academic Instruction Delivered in English (SDAIE)* is an instructional approach designed to increase the level of comprehensibility of the English language in the content area of the class. The specially designed content instruction in subject matter, such as math or social science, is presented in English to English learners in classes which are restricted to instruction in the subject area and grade level of the prerequisite credential or permit (as applicable).

Authorization

English Language Development (ELD) is authorized with most prerequisite credentials or permits (see #1 under Requirements), at preschool and grades K–12. With a Children's Center Instructional Permit, Children's Center Supervision Permit, or Child Development Permit, ELD is limited to the programs authorized by the permit. With a Designated Subjects Teaching Credential in adult education, ELD is limited to classes organized primarily for adults. With all prerequisite credentials or permits, Specially Designed Academic Instruction Delivered in English (SDAIE) is authorized in subjects and grade levels of the prerequisite credential or permit.

Requirements for the EL Authorization/CLAD Certificate

1. Possess a valid California teaching credential, Speech-Language Pathology or Clinical or Rehabilitative Services Credential with a Special Class Authorization, School Nurse Services Credential with a Special Teaching Authorization in Health, Visiting Faculty Permit, Children's Center Permit (excluding emergency), or Child Development Permit (excluding Assistant and Associate Permits) that authorizes the holder to provide instruction to pupils.

   The following, however, are **not** appropriate prerequisite credentials or permits:
   - Emergency Permits
   - Provisional Internship Permits
   - Short-Term Staff Permits
   - District Intern Credentials
   - University Intern Credentials
   - Exchange Credentials
   - Sojourn Certificated Employee Credentials
   - Services credentials without a special class authorization

2. Verification of experience learning a second language obtained through one of the options described in "Options for Satisfying the Second Language Requirement for those without a Bachelor's Degree" sections A through P. Individuals who hold a bachelor's degree from a regionally-accredited college or university are deemed to have satisfied the second language requirement.

3. Verify **one** of the following:
   a. Passing scores on Tests 1, 2 and 3 of the California Teacher of English Learners (CTEL) Examination. Scores used for certification purposes may be no older than ten years from the individual passed exam date.

   b. Completion of course work in a Commission-approved CTEL program. Once the program has been completed, the program sponsor must recommend the applicant for the EL Authorization or CLAD Certificate.

c. Completion of course work in a Commission-approved CTEL program combined with passing scores on the CTEL Examination, based on equivalency as determined by a Commission-approved CTEL program. For more information, see Coded Correspondence 10-07.

d. Possession of a Supplementary Authorization in English as a Second Language (no longer initially issued as of July 1, 1996) **and** completion of three semester units of college course work in the theories and methods of SDAIE **or** possession of a Certificate of Completion of a 45-hour SDAIE program conducted by a California school district. Coursework completed under this option must be verified by a Commission-approved CTEL program for a determination of equivalency. The CTEL program will determine remaining requirements based on prior coursework and experience and recommend the applicant when all program requirements are satisfied.

e. Possession of an SB 1969 Certificate of Completion issued by a school district or county office of education, or a Certificate of Completion of Staff Development (CCSD) issued by the Commission **and** completion of nine semester units of upper division coursework verified by a Commission-approved CTEL program for a determination of equivalency. The Certificate of Completion or CCSD satisfies 3 upper-division semester units towards the CLAD Certificate for each 45-hour program completed. The CTEL program will determine remaining requirements based on any prior coursework and experience and recommend the applicant when all program requirements are satisfied.

f. Possession of the National Board for Professional Teaching Standards certificate in Early and Middle Childhood/English as a New Language ***or*** Early Adolescence through Young Adulthood/English as a New Language. A photocopy of the certificate must be submitted along with the application packet.

Important notes regarding options "a", "d" and "e":

- The last administration of the CLAD examinations was June 24, 2006. Since more than five years has elapsed from this date and these examinations have been discontinued, these scores are no longer eligible to be used for initial issuance of a CLAD Certificate.

- Course work completed before January 31, 2008 may no longer be used to meet these requirements for certification.

- Individuals having completed course work outside of the current CTEL programs must contact an institution of higher education with a Commission-approved CTEL program to determine course work equivalency.

- The final date for issuing a CCSD to those who hold a Multiple Subject, Single Subject, Education Specialist, or other previously issued elementary, secondary, and special education credentials was January 1, 2008. Currently, CCSDs are only available to holders of Designated

Subjects Vocational or Career Technical Education Credentials, special subject teaching credentials, and service credentials with a special class authorization.

Those who did not complete all of the previous CLAD course work required to qualify for certification by January 31, 2008, ***and*** obtain the EL authorization or CLAD certificate issued by January 31, 2011, must contact an institution with an approved CTEL program to determine if course work they previously completed may be applied toward that program (see Coded Correspondence 10-22).

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Out-of-State Prepared Individuals with English Learner (EL) Authorization

If an individual is applying for a Multiple Subject, Single Subject, or Education Specialist Teaching Credential and evidence of a full EL authorization from a state other than California is submitted with that application packet, there is no need to apply separately for the EL Authorization or CLAD Certificate; the EL authorization will be listed on the corresponding teaching credential. There is no need to submit a separate application and fee if applying via this method.

All other individuals who hold an EL authorization from a state other than California may apply directly to the Commission for an EL Authorization or CLAD Certificate by satisfying all of the following:

1. Possess a valid California prerequisite credential.
2. Satisfy the second-language requirement.
3. Submit a copy of the out-of-state credential verifying a full EL authorization [1].
4. Submit a completed application (form 41-4).
5. Submit full application processing fees.

Note [1]: See the chart at the end of this webpage for more information on comparable out-of-state EL authorizations.

Earning an EL Authorization/CLAD Certificate through Course Work

Earning an EL Authorization or CLAD Certificate through course work is an alternative to earning the certificate by examination. Commission-approved programs for the CLAD Certificate based on the California Teacher of English Learner (CTEL) standards became available in January 2008. Once the program has been completed, the program sponsor must submit an online application as a formal recommendation for the applicant for the EL Authorization or CLAD Certificate.

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Information About the CTEL Examination

The CTEL Examination consists of the following three subtests:

- CTEL 1: Language and Language Development
- CTEL 2: Assessment and Instruction
- CTEL 3: Culture and Inclusion

Information regarding exam dates, fees, and registration may be obtained by contacting the CTEL program directly.

CTEL Program
Evaluation Systems
Group of Pearson
P.O. Box 340819
Sacramento, CA 95834-0819
http://www.ctcexams.nesinc.com
(866) 851-3815 or (916) 928-4002
9:00 a.m.–5:00 p.m. Pacific time, Monday–Friday, excluding holidays
7:00 a.m.–3:00 p.m. Pacific time, Saturday exam dates only
TTY: (916) 928-4191 (Automated Information System available 24 hours daily)

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Applying for the EL Authorization Based on a Previously Issued Comparable Document

Individuals who hold a valid Language Development Specialist (LDS) or CLAD Certificate may apply to have the EL authorization added to any eligible prerequisite credential or permit with the submission of an application (form 41-4) and current application processing fee. This action is **not** required. These documents remain valid as long as the holder's prerequisite credential is valid.

Applying for the EL Authorization/CLAD Certificate

Individuals who have met all of the requirements for an EL Authorization or CLAD Certificate by examination or out-of-state equivalency may apply directly to the Commission by submitting items 1-4 listed below (as applicable):

1. **One** of the following:
    a. Original or photocopy of a CTEL examination score report.
    b. Photocopy of the out-of-state credential listing a full English learner authorization.

2. Verification of meeting the second language requirement, if you do not hold a bachelor's degree (See options A through P).

3. Completed application (form 41-4).

4. Application processing fee.

Applicants requesting the EL authorization who hold more than one eligible document must designate the specific prerequisite document to which the authorization should be added. If more than one valid prerequisite document is held, it is not necessary to file an additional application or pay an additional fee, as the authorization on one document already applies to all other valid prerequisites held by the teacher. However, if an individual wants to add the authorization to more than one document, a separate application and fee will be required for each additional valid prerequisite document.

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Options For Satisfying The Second Language Requirement For Those Without A Bachelor's Degree

(These options may be used in lieu of a bachelor's degree from a regionally-accredited college or university. Options A-P must be satisfied with a single language.)

A. Complete six semester units (or nine quarter units) in course work that emphasizes the learning of a language other than English, including American Sign Language (A grade of "C" or better, "Pass", or "Credit" must be earned in each course). This option must be verified by an official transcript from a regionally-accredited college or university, or comparable institution outside the United States. Professional Development and Continuing Education Units from such institutions are acceptable. Course work in the methodology of teaching a language is **not** acceptable. (See option P).

B. Complete 90 hours of language training, with a grade of "C" or better or the equivalent, in a language other than English offered under the auspices of the California Department of Education's Bilingual Teacher Training Program (BTTP), or by a county office or school district whose program, prior to its implementation, has been deemed equivalent to the BTTP by the California Department of Education (This training is to be verified by a letter signed by an authorized representative of the BTTP, county, or district program. [See option P]).

C. Complete training in a language other than English given by the Peace Corps to volunteers preparing to serve in a non-English speaking country, verified by official Peace Corps documentation.

D. Pass of any **two** of the four parts-listening, reading, speaking, and writing of Test 6 of the BCLAD Examinations, verified by an official score report. The BCLAD Examination is no longer initially offered. Passing exam scores remain valid for seven years from the individual test date.

E. Pass any nationally administered, standardized examination in a language other than English for which the Commission has established a passing score, verified by an official score report. Currently, this includes the California Subject Examinations for Teachers (CSET) in American Sign Language, Arabic, Armenian, Cantonese, Farsi, Filipino, French, German, Hmong, Japanese, Khmer, Korean, Mandarin, Punjabi, Russian, Spanish, and Vietnamese.

F. Obtain a proficiency level of “novice-high” or above on the American Council on the Teaching of Foreign Languages, Inc. Proficiency Guidelines or "0+" (zero plus) or above on the Interagency Language Roundtable (ILR) (currently available only to government employees) Proficiency Descriptions, verified by an official score report.

G. Obtain a score on a College-Level Examination Program examination in a language other than English administered by the College Board equal to or higher than the minimum score recommended by the American Council on Education for awarding credit for two semesters, verified by an official score report (For more information, contact CLEP at [609] 771-7865).

H. Possess a teaching credential from another state that authorizes instruction in a language other than English, verified by a copy of the credential.

I. Reside in a non-English speaking country or countries for 12 consecutive months at age 18 or older, verified by passports, work visas, letters from employers, or other documents.

J. Complete one academic year (over a single period) at age 14 or above at a school in which instruction was provided in all subject areas, and all instruction, except in the subject area of English, was delivered in a language other than English, verified by an official transcript or a letter from the school.

K. Complete two academic years, between the ages of 10 and 14, at a school in which instruction was provided in all subject areas, and all instruction, except in the subject area of English, was delivered in a language other than English, verified by an official transcript or a letter from the school.

L. Initial arrival at age 12 or older in the United States after having spent the years from birth to age 12 in a non-English speaking country or countries, verified by a birth certificate, passport, entry visas, or other documents.

M. Complete three years school course work in a single language other than English. (The course work must be taken in grades 7-12, with an overall average grade of “B” or better. This option must be verified by an official school transcript or an original letter from the principal, school registrar, or authorized district representative of the school where the course work was completed).

N. Pass an Advanced Placement Examination offered through Educational Testing Service (ETS) at a level for which college credit or advanced standing in a language other than English is awarded (This option must be verified by either an official transcript from a regionally-accredited college or university showing credit awarded via the examination, or by an original letter from the institution's registrar or admissions office indicating that advanced standing was awarded).

O. Pass a college or university placement examination in a language other than English that satisfies a one-year second language requirement, results in six semester units in the language awarded on transcripts, or serves as the prerequisite to the second year course in the same language (This option must be verified by either an official transcript from a college or university showing credit awarded via the examination, or by an original letter from the institution's registrar or admissions office indicating the number of units granted or describing the advanced placement resulting from the examination).

P. Any combination of options "A" and "B" above resulting in the equivalent of six semester units of course work in a single foreign language (Fifteen hours of BTTP training are considered equivalent to one semester unit of course work at a regionally-accredited college or university).

Visit the Commission-Approved CTEL Programs or the Commission's website for more information.

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Guide to Out-of-State English Learner Authorizations/Endorsements December 2020

Individuals who hold teaching credentials with the following authorizations may request that the English learner authorization be listed on their California teaching credential or may apply for a Clear CLAD Certificate (provided they hold a prerequisite teaching credential) under the provisions of SB 1209 (refer to Coded Correspondence 07-03 for additional information pertaining to earning a California English learner authorization based on an out-of-state authorization).

This is a **guide** and may not contain all acceptable English learner authorizations issued by each state. The Commission continues to research this information and changes will be made as additional information becomes available.

An individual who holds a document with an English learner authorization not included in the guide must provide a letter from the state agency that issued the document. The letter must verify that the document authorized the holder to provide the equivalent of ELD and SDAIE services.

At the time the individual earned the document. The Commission reserves the right to make the final determination regarding the equivalency of any authorization submitted for evaluation.

Click the table header to sort by that column. Type the Sate name, or Authorization/ Endorsement Type in the second row to filter that column

State	Authorization/ Endorsement
State	Authorization/ Endorsement
Alabama	English as a Second Language (ESL)
Alaska	English as a Second Language (ESL)
Arizona	English as a Second Language (ESL) Bilingual Education **Provisional ESL Endorsement is NOT equivalent** **(Structured English Immersion (SEI) Endorsement is NOT equivalent)**
Arkansas	English as a Second Language (ESL)
Colorado	Culturally and Linguistically Diverse Education (ESL) Culturally and Linguistically Diverse Bilingual Education
Connecticut	Teaching English to Speakers of Other Languages (TESOL) Bilingual Elementary Education (K-8) Bilingual Education PK-12 (no longer issued) Secondary Bilingual (in English, History/ Social Studies, Mathematics, Biology, Chemistry, Physics, Earth Science, General Science, and/ or Business Education)
Delaware	English to Speakers of Other Languages (ESOL) Bilingual Teacher (K-12)
District of Columbia	English as a Second Language (ESL) Teaching English to Speakers of Other Languages (TESOL)
Florida	English to Speakers of Other Languages (ESOL)
Georgia	English to Speakers of Other Languages (ESOL) grades P-12
Hawaii	Teaching English to Speakers of Other Languages (TESOL) PK-3, 5-9, K-6, 7-12, or K-12
Idaho	English as a Second Language (ESL) grades K-12 or 6-12 English as a New Language (ENL) grades K-12 Bilingual Education grades K-12

State	Authorization/ Endorsement
Illinois	English as a Second Language (ESL) English as a New Language (ENL) Bilingual Education
Indiana	English as a Second Language (ESL) English as a New Language (ENL) Teachers of English Learners
Iowa	English as a Second Language (ESL) K-12
Kansas	English as a Second Language (ESL) English for Speakers of Other Languages (ESOL) K-6, 5-8, 6-12, or PK-12
Kentucky	English as a Second Language (ESL) K-12 Restricted Base Certificate for ESL K-12
Louisiana	English as a Second Language (ESL)
Maine	English as a Second Language (ESL) K-12
Maryland	English for Speakers of Other Languages (ESOL) PK-12
Massachusetts	English as a Second Language (ESL) PK-6, 5-12 Transitional Bilingual Learning Endorsement **(Sheltered English Immersion (SEI) Endorsement is NOT equivalent)**
Michigan	English as a Second Language (ESL) Bilingual
Minnesota	English as a Second Language (ESL) K-12 Bilingual/ Bicultural Education
Mississippi	English as a Second Language (ESL)
Missouri	English to Speakers of Other Languages (ESOL) K-12 English as a Second Language (ESL), K-12
Montana	English as a Second Language (ESL) K-12

State	Authorization/ Endorsement
Nebraska	English as a Second Language (ESL) Bilingual Education
Nevada	Teach English as a Second Language (TESL) - before June 2016 English Language Acquisition and Development (ELAD) Bilingual Endorsement
New Hampshire	English to Speakers of Other Languages (ESOL) K-12
New Jersey	English as a Second Language (ESL) K-12 Bilingual/ Bicultural Education
New Mexico	Teaching English to Speakers of Other Languages (TESOL) Bilingual Education
New York	English to Speakers of Other Languages (ESOL)
North Carolina	English as a Second Language (ESL) K-12
North Dakota	English as a Second Language (ESL) Bilingual Education
Ohio	Teaching English to Speakers of Other Languages (TESOL)
Oklahoma	English as a Second Language (ESL) PK-12
Oregon	English for Speakers of Other Languages (ESOL) English for Speakers of Other Languages (ESOL)/Bilingual
Pennsylvania	Program Specialist - English as a Second Language (ESL)
Rhode Island	English as a Second Language (ESL) Endorsement or Specialist
South Carolina	English for Speakers of Other Languages (ESOL)
South Dakota	English as a New Language (ENL) K-12
Tennessee	English as a Second Language (ESL) PK-12
Texas	English as a Second Language (ESL) Generalist EC-G4 or G4-8 English as a Second Language (ESL) Supplemental

State	Authorization/ Endorsement
	Bilingual Generalist EC-G4 or G4-8 Bilingual Education Supplemental EC-G4 or G4-8
Utah	English as a Second Language (ESL) Bilingual/ESL (minor or endorsement)
Vermont	English as a Second Language Endorsement (ESL) English Language Learners Endorsement (ELL)
Virginia	English as a Second Language (ESL) PK-12
Washington	English as a Second Language (ESL) English Language Learner (ELL) Bilingual Education
West Virginia	English as a Second Language (ESL) PK-Adult
Wisconsin	English as a Second Language (ESL) Bilingual-Bicultural Education
Wyoming	English as a Second Language (ESL)

Reference:
California Education Code, Sections 44203 and 44253.1 through 44253.10; and Title 5, California Code of Regulations, Sections 80015 through 80016, 80024.1 through 80024.2.1, 80024.7, and 80024.8.

CL-628C December, 2020

Updated May 07, 2024

Commission on Teacher Credentialing

General Education Multiple and Single Subject Limited Assignment Teaching Permits (CL-828)

Authorization

The General Education Multiple Subject Limited Assignment Teaching Permit authorizes the holder to teach self-contained classes, such as those generally found in elementary schools.

The General Education Single Subject Limited Assignment Teaching Permit authorizes the holder to teach departmentalized courses within the authorized field or fields named on the document, such as those generally found in the middle and high schools.
The available subjects for the General Education Single Subject Limited Assignment Teaching Permit are [1]:

Agriculture
Art
Business
Dance
English
Foundational-Level General Science
Foundational-Level Mathematics
Health Science
Home Economics
Industrial and Technology Education
Mathematics

Music
Physical Education
Science: Biological Sciences

Science: Chemistry
Science: Geosciences
Science: Physics
Social Science
Theater
World Languages
(Languages other than English - specify)
World Languages-English Language Development
Note [1]: The last date to submit an application for the Limited Assignment Permit in one of the Specialized Science content areas was January 1, 2015. The Limited Assignment Permit will no longer be reissued in one of these content areas.

Requirements for the Initial Issuance of the Permit

Individuals must satisfy all of the following requirements:

1. Be currently employed by the employing agency requesting such assignment.
2. The employing agency must have an annual Declaration of Need for Fully Qualified Educators (form CL-500) on file with the Commission.
3. Hold a valid California general education teaching credential based on a baccalaureate degree and a professional preparation program, including student teaching.
4. Be assigned an experienced educator in each subject area of the limited assignment if the applicant has not obtained permanent status as defined in California Education Code, Section 44929.21 or 44929.22 or 44929.23 in a school district in California within the previous ten years.
5. Consent to serve on the General Education Multiple or Single Subject Limited Assignment Teaching Permit.
6. Submit, through the employing agency, a completed application (form 41-4) and application processing fee.

Requirements for Renewal

Individuals must satisfy all of the following requirements:

1. Be currently employed by the employing agency requesting such assignment.
2. The employing agency must have an annual Declaration of Need for Fully Qualified Educators (form CL500) on file with the Commission.
3. Hold a valid California general education teaching credential based on a baccalaureate degree and a professional preparation program, including student teaching.
4. Satisfy **one** of the following (coursework or exams must have been completed after the issuance date of the current permit and prior to the requested issuance date):
    a. Complete at least six semester units, or nine quarter units of coursework required for each subject listed on the permit, or

    b. Take all required subject matter examinations for each subject area listed on the permit and pass at least two sections (see Terms and Definitions).
5. Consent to serve on the Limited Assignment General Education Multiple or Single Subject Teaching Permit.
6. Submit, through the employing agency, a completed application (form 41-4), required documentation (official transcripts showing coursework passed with grade C or better, or copy of test score results), and application processing fee.

Period of Validity

A General Education Multiple or Single Subject Limited Assignment Teaching Permit is valid for one year and may be reissued twice in any one specific subject.

Terms and Definitions

Experienced Educator

The experienced educator provides assistance and guidance to the permit holder. The experienced educator must have three years of teaching experience within each subject area requested on the permit if the teacher does not hold permanent status. For example, if the permit is requested in English and social science, the experienced educator must have a minimum of three years teaching experience in both English and social science. The local employing agency may assign more than one experienced educator to meet this requirement.

Subject Matter Examinations

To use the subject matter examination option to meet the renewal requirement for the General Education Limited Assignment Permit, the individual must take all required examinations for each subject listed on the permit and pass at least two sections in each subject. Since the number of examination sections required to meet subject matter competence for the Multiple and Single Subject Credentials varies from two to four sections, if one or more sections have been previously passed, the individual must pass the remaining one or two sections, as appropriate. See examples below:

If an individual has not passed any of the three required multiple subject examination sections prior to issuance of the initial limited assignment permit, all three sections must be taken and two sections passed for the first renewal of the permit. The individual must then take and pass the final multiple subject examination section to meet subject matter competence during the second year of the limited assignment permit to obtain an added credential authorization under Title 5 Regulation 80499. (See CL-621A).

Passage of four examinations sections is required to meet the subject-matter competence for a single subject credential in English. If an individual has passed one of the four required sections prior to issuance of a limited assignment permit, the remaining three sections must be taken and two sections passed for the first renewal of the permit. The individual must take and pass the one remaining English examination section to meet subject matter competence during the second year of the limited assignment permit to obtain an added credential authorization under Title 5 Regulation 80499. (See CL-621A).

Reference:

Title 5, California Code of Regulations, Sections 80026 and 80027; Coded Correspondence 09-15

CL-828 May, 2021

Updated August 18, 2023

Commission on Teacher Credentialing

Multiple Subject Teaching Credential (CL-561C)

Multiple Subject Teaching Credential Requirements for Teachers Prepared in California

The Multiple Subject Teaching Credential authorizes the holder to teach all subjects in a self-contained classroom, such as the classrooms in most elementary schools, in grades preschool, K–12, or in classes organized primarily for adults. In addition, the holder of a Multiple Subject Teaching Credential may serve in a core or team teaching setting.

Teaching English Learners

The Multiple Subject Preliminary Teacher Preparation Program includes content for teaching English learners that authorizes the credential holder to provide instruction for English language development and specially designed academic instruction in English within the subject area and grade level authorization of the Multiple Subject Teaching Credential.

Requirements for the Preliminary Credential

The preliminary credential is issued for a maximum of five years. If requirements for the clear credential are not completed before the expiration of the preliminary, the holder will be unable to teach in California's public schools with that credential until those requirements are met and the document is renewed.

Applicants must satisfy **all** of the following requirements for the Five-Year Preliminary Teaching Credential:

1. Complete a baccalaureate or higher degree from a regionally-accredited college or university.

2. Verify subject matter competence by one of the following methods:

a. Achieve a passing score on the appropriate subject matter examination(s). Information regarding the appropriate subject matter examination(s), including passing scores and registration, can be found in Commission leaflet CL-674M, entitled Verifying Subject Matter Competence by Examination for Multiple Subject Teaching Credentials.
b. Complete a Commission-approved elementary subject-matter program or its equivalent and obtain verification of completion from the authorized person in the education department of a California college or university with an accredited program.
c. Successful completion of applicable coursework verified by a Commission-approved program of professional preparation. Coursework must be completed at a regionally-accredited institution and addresses each of the domains of the subject matter requirements adopted by the Commission in the content areas of the Multiple Subject Credential.
d. Complete a degree major from a regionally-accredited college or university. For a Multiple Subject Teaching Credential, the degree major must be in liberal studies or an interdisciplinary major that includes coursework in the content areas identified in subdivision (b) of California Education Code section 44282.
e. Successful completion through a combination of coursework and examination options that meet or exceed the domains of the subject matter requirements adopted by the Commission in the content areas of the Multiple Subject Credential. Such mixing of the options may only be done by candidates enrolled in a Commission-approved preparation program.

3. Pass the Reading Instruction Competence Assessment (RICA). Visit the Commission's website or the Evaluation Systems, Pearson website at CTC Exams for more information.

4. Complete a course (two semester units or three quarter units) in the provisions and principles of the U.S. Constitution or pass an examination given by a regionally-accredited college or university.

5. Complete a Commission-approved multiple subject teacher preparation program, that includes satisfying the following requirements (content listed below must be addressed in the program but does not require specific standalone courses):
   a. Developing English Language Skills, including Reading, by completing comprehensive reading instruction that includes the following: the systematic study of phonemic awareness, phonics, and decoding; literature, language and comprehension; and diagnostic and early intervention techniques.
   b. Instruction in foundational and advanced computer technology that includes general and specialized skills in the use of computers and technology in educational settings.
   c. Instruction in Health Education, including, but not limited to, nutrition; the physiological and sociological effects of alcohol, narcotics, and drug abuse; the use of tobacco; and provide verification of training in cardiopulmonary resuscitation (CPR) that covers infant,

child, and adult CPR skills that meets the standards established by the American Heart Association or Red Cross.

d. Teaching Performance Assessment (TPA)

6. Obtain a formal recommendation for the credential by the program sponsor.

Note: *The final issuance date for an initial Preliminary Multiple or Single Subject Teaching Credential based on Ryan program completion for California prepared teachers was* ***January 1, 2012****. The sunset date includes all routes for an extension by appeal.*

Requirements for the Clear Credential

Individuals who complete a teacher preparation program and receive a five-year preliminary credential must earn a clear credential by completing one of the following options:

Option 1

Complete a Commission-approved Teacher Induction Program and submit their application for the clear credential through the Induction Program sponsor.

Note: *The final issuance date for an initial Ryan Clear Multiple or Single Subject Teaching Credential for California, out-of-state and out-of-country prepared teachers was* ***January 1, 2018****. See Coded Correspondence 17-06 regarding options for individuals who did not obtain Ryan clear teaching credentials by January 1, 2018.*

Option 2

Teachers who are certified by the National Board of Professional Teaching Standards in one of the qualifying subjects listed below after obtaining the California Preliminary Multiple Subject Teaching Credential will be issued a Clear Multiple Subject Teaching Credential.

National Board Certification:
Early Childhood (ages 3 – 8)/Generalist
Middle Childhood (ages 7 – 12)/Generalist

Individuals applying for the clear credential under Option 2 may apply directly to the Commission by submitting an application by mail including **all** of the following:

1. Photocopy of National Board Certification
2. Completed application (form 41-4)
3. Application processing fee

Private School Experience

Individuals who have three or more years teaching experience in a private school should refer to the information leaflet entitled Single Subject and Multiple Subject Teaching Credentials – Requirements for Teachers with Private School Experience (CL-834) for information on additional ways to qualify.

Reference:
California Education Code, Sections 44251, 44252, 44259, 44280, 44281, 44283, 44310, and 44335; and Title 5, California Code of Regulations, Sections 80413 and 80424.

CL-561C July, 2018

Updated July 01, 2024

Commission on Teacher Credentialing

Short-Term Staff Permit (CL-858)

The Short-Term Staff Permit (STSP) became available on July 1, 2005. Created in response to the phasing out of emergency permits, it allows an employing agency to fill an acute staffing need (see Terms and Definitions) when local recruitment efforts have been made but a fully-credentialed teacher cannot be found.

The STSP is only available at the request of an employing agency. Individuals may not apply directly to the Commission for this document. Holders of the STSP are restricted to service with the employing agency requesting the permit. An employing agency is defined as a California public school district, county office of education, nonpublic, nonsectarian school and agency as defined in Education Code sections 56365 and 56366, charter school, or statewide agency.

The STSP is available in the areas of Multiple Subject, Single Subject, and Education Specialist. Individuals who were issued four or fewer Long-Term Emergency Permits may be issued a STSP. Individuals who were issued five Long-Term Emergency Permits do not qualify for the STSP.

For an educator that held an Intern Credential, they CAN be issued a STSP in the same content area if they have never held one before and have exhausted all extension option.

Requirements for Issuance

1. Possession of a baccalaureate degree or higher from a regionally-accredited college or university.
2. Successful completion of course work for the permit type requested, as specified below:

Single Subject:

A degree major in the subject area or at least 18 semester units, or 9 upper division semester units, of course work in the subject to be listed on the permit.[1]

For a permit in one of the science subjects, at least nine semester units must be in the specific

science area. For a permit in one of the specialized science areas, **all** units must be completed in the area of the specialization.

For a permit in Foundational-Level General Science, an individual has two options. First is to verify a bachelor's or higher degree in science. This includes biological science, chemistry, geoscience, physics, and science areas that fall within these broad categories such as anatomy, earth science, and oceanography. This does not include a degree in health science. Second is to verify 18 semester units (or nine upper division semester units) across the four science areas of biological science, chemistry, geosciences, and physics. A minimum of one course in each of the four areas is required.

Passage of subject matter examinations in the single subject content area sought may also be used to meet this requirement. See Commission leaflet CL-674S.

The statutory subjects available for Single Subject Short-Term Staff Permit are as follows:[1]

Note [1]: The last date to submit an application for the Short-Term Staff Permit in one of the Specialized Science
content areas was January 1, 2015.

Agriculture
Art
Business
Dance
English
Foundational-Level General Science
Foundational-Level Mathematics
Health Science
Home Economics
Industrial and Technology Education
Mathematics
Music

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Physical Education
Science: Biological Sciences
Science: Chemistry
Science: Geosciences
Science: Physics
Social Science
Theater
World Language: English Language Development
World Languages-Languages other than English (specify)

Multiple Subject:

A degree major in liberal studies or 40 semester units including 10 semester units of course work in each of at least four of the following subject areas or at least 10 semester units of course work in each of three of the subject areas and an additional 10 semester units in a combination of two of the remaining subject areas.† Subject areas include language studies, history, literature, humanities, mathematics, the arts, science, physical education, social science, and human development.

Passage of the appropriate subject matter examinations for the Multiple Subject Credential may also be used to meet this requirement.

Education Specialist:

Complete the requirements for the Single Subject or Multiple Subject as listed above, or verify a minimum of three years of successful full-time classroom experience, or the equivalent in part-time experience, working with special education students (experience as an aide is acceptable) or verify a minimum of nine semester units of course work in special education or in a combination of special education and general education.[1]

Note [1]: Individuals who were issued an emergency permit in the same subject area of the requested STSP will not be required to submit verification of this requirement.

Passage of all subtests required to verify subject matter competency by examination may also be used to meet this requirement.

Areas of specialization for the Education Specialist STSP include:

Mild to Moderate Support Needs
Extensive Support Needs
Visual Impairments

Deaf and Hard of Hearing
Early Childhood Special Education
For all authorizations, all course work must meet the following criteria:

- Must be completed at a regionally-accredited college or university.
- Must be baccalaureate degree-applicable (non-remedial).
- Must be earned with a “C” grade or higher (“Pass” and “Credit” grades meet this requirement).

3. The employing agency must verify all of the following on Commission form CL-859, entitled Verification of Requirements for Short-Term Staff Permit, with each request:
    - Local recruitment efforts have been conducted for the STSP being requested.
    - The employer has provided orientation to the curriculum and to techniques of instruction and classroom management to the permit holder.

- The employer has assigned a mentor teacher to the permit holder for the term of the STSP.
- Written justification for the STSP must be submitted to the Commission, signed by the employing agency's Superintendent or designee. In the case of a state certified nonpublic, nonsectarian school and agency as defined in Education Code sections 56365 and 56366, the school director's signature is required.

4. Completed application (form 41-4), processing fees, CL-859 and if not previously submitted, a completed Live Scan receipt (form 41-LS).

Authorization

The Multiple Subject STSP authorizes the holder to teach in a self-contained classroom such as the classrooms in most elementary schools. However, a teacher authorized for multiple subject instruction may be assigned to teach in any self-contained classroom (preschool, K-12, or in classes organized primarily for adults). In addition, the holder of a Multiple Subject STSP may serve in a core or team teaching setting.[2]

The Single Subject STSP authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes such as those in most middle schools and high schools. However, a teacher authorized for single subject instruction may be assigned to teach any subject in his or her authorized fields at any grade level (preschool, grades K-12, or in classes organized primarily for adults).[2]

The Education Specialist STSP authorizes the holder to teach in the area of specialization listed on the credential in the following settings: special day classes, special schools, home/hospital settings, correctional facilities, nonpublic, nonsectarian schools and agencies as defined in Education Code sections 56365 and 56366, and resource rooms.[2]

Note [2]: All STSPs will be issued with an English learner authorization. This authorization allows the holder to teach English language development (also known as English as a Second Language or ESL) and specially designed academic instruction delivered in English (SDAIE) in the grade level(s) provided by their Multiple Subject, Single Subject, or Education Specialist authorization.

Bilingual Authorizations

An English learner authorization is currently issued on all STSP documents. The bilingual authorization may be requested by the employing agency and added directly to a STSP document if target-language proficiency has been verified. Additional information may be found in Coded Correspondence 10-07.

Individuals may verify target-language proficiency by one of the following methods:

- Pass Test II or III (depending on the specific language) of the CSET: World Languages Examinations in the target language. Passing exam scores are valid for five years from the individual test date.
- If Test II or III of the CSET: World Languages Examination is not available, pass an assessment performed by an approved organization covering the integrated communication skills of listening, speaking, reading and writing in the target language.
- Pass an assessment covering the integrated communication skills of listening, speaking, reading and writing administered by a California college or university as a part of its Commission-approved bilingual authorization program in the target language.
- Possess a valid, non-emergency California Single Subject or Standard Secondary Teaching Credential with a major in the target language.
- Possess a three-year or higher degree from a foreign institution in which all instruction was delivered in the target language. The foreign institution must be equivalent in status to a regionally-accredited institution of higher education in the United States.

Period of Validity

The STSP will expire at the end of the employing agency's school year and cannot be issued for more than one year. The end of the school year shall be no later than July 1 unless the STSP is being used for a summer school assignment whereby the end of the school year shall be no later than September 1. The permit is not renewable and is available to an individual only once in a lifetime.

Terms And Definitions

Acute Staffing Need

When an employing agency needs to fill a classroom immediately based on an unforeseen need, including, but not limited to:

- An individual needs additional time to complete pre-service requirements for enrollment into a Commission-approved intern program.
- Enrollment adjustments require the addition of another teacher.
- An individual is unable to enroll in a Commission-approved intern program due to timelines, lack of space in the program.
- The unavailability of a third-year extension or withdrawal from an intern program.
- The teacher of record is unable to finish the school year due to approved leave/illness.

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Reference:

Title 5, California Code of Regulations, Section 80021

Updated July 10, 2025

Commission on Teacher Credentialing

Single Subject Teaching Credential Requirements for Teachers Prepared in California (CL-560C)

The Single Subject Teaching Credential authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K–12, or in classes organized primarily for adults.

Teaching English Learners

The Single Subject Preliminary Credential teacher preparation program includes content for teaching English learners that authorizes the credential holder to provide instruction for English language development and specially designed academic instruction in English within the subject area and grade level authorization of the Single Subject Teaching Credential.

The statutory subjects available for Single Subject Teaching Credentials are as follows:

Agriculture
Art
Biological Sciences (Specialized) [1]
Business
Chemistry (Specialized) [1]
Dance
English
Foundational-Level General Science
Foundational-Level Mathematics
Geosciences (Specialized) [1]
Health Science
Home Economics
Industrial and Technology Education

Mathematics
Music
Physical Education
Physics (Specialized) [1]
Science: Biological Sciences
Science: Chemistry
Science: Geosciences
Science: Physics
Social Science
Theater
World Language: English Language Development
World Languages-Languages other than English (specify)
Note [1]: The last administration of the examinations in the Specialized Sciences was July 11, 2015. Applicants will have five years during which to use passing examination scores toward obtaining California certification. The last date to verify subject-matter equivalency by coursework for any of the Specialized Sciences was July 11, 2015. See Coded Correspondence 14-09*.*

Requirements for the Preliminary Credential

The preliminary credential is issued for a maximum of **five years**. If requirements for the clear credential are not completed before the expiration of the preliminary, the holder will be unable to teach in California's public schools with that credential until those requirements are met and the document renewed.

Applicants must satisfy **all** of the following requirements for the Five-Year Preliminary Teaching Credential:

1. Complete a baccalaureate or higher degree, except in professional education, from a regionally accredited college or university.

2. Verify subject matter competence by one of the following methods:
    a. Achieve a passing score on the appropriate subject-matter examination(s). Information, including passing scores and registration, can be found in Commission leaflet CL-674S entitled Verifying Subject-Matter Competence by Examination for Single Subject Teaching Credentials.
    b. Complete a Commission-approved subject-matter program or its equivalent and obtain verification of completion from the authorized person in the education department of a California college or university with an approved program.
    c. For Specialized Science subjects only, individuals may take and pass the appropriate subject matter examinations or obtain verification of completion of subject-matter course work from the Commission on Teacher Credentialing. Requirements and procedures may be found in Coded Correspondence 03-0010.[2]

d. Successful completion of applicable coursework verified by a Commission-approved program of professional preparation. Coursework must be completed at a regionally-accredited institution and addresses each of the domains of the subject matter requirements adopted by the Commission in the content area of the Single Subject Credential.
e. Complete a degree major from a regionally-accredited college or university in one of the statutory subjects available for a Single Subject Teaching Credential as listed above. Degree major must be in the subject area being sought.
f. Successful completion through a combination of coursework and examination options that meet or exceed the domains of the subject matter requirements adopted by the Commission in the content area of the Single Subject Credential. Such mixing of options may only be done by candidates enrolled in a Commission-approved preparation program.

3. Complete a course (two semester units or three quarter units) in the provisions and principles of the U.S. Constitution or pass an examination given by a regionally-accredited college or university.

4. Complete a Commission-approved teacher preparation program, that includes satisfying the following requirements (content listed below must be addressed in the program but does not require specific standalone courses):
   a. Developing English Language Skills, including Reading, by completing comprehensive reading instruction that includes the following: the systematic study of phonemic awareness, phonics, and decoding; literature, language and comprehension; and diagnostic and early intervention techniques.
   b. Instruction in foundational and advanced computer technology that includes general and specialized skills in the use of computers and technology in educational settings.
   c. Instruction in Health Education, including, but not limited to, nutrition; the physiological and sociological effects of alcohol, narcotics, and drug abuse; the use of tobacco; and provide verification of training in cardiopulmonary resuscitation (CPR) that covers infant, child, and adult CPR skills that meets the standards established by the American Heart Association or Red Cross.
   d. Teaching Performance Assessment (TPA)

5. Obtain a formal recommendation for the credential by the program sponsor.

Note [2]The last administration of the examinations in the Specialized Sciences was July 11, 2015. Applicants will have five years during which to use passing examination scores toward obtaining California certification. The last date to verify subject-matter equivalency. by coursework for any of the Specialized Sciences was July 11, 2015. See Coded Correspondence 14-09.

Note: The final issuance date for an initial Preliminary Multiple or Single Subject Teaching Credential based on Ryan program completion for California prepared teachers was **January 1, 2012**. The

sunset date includes all routes for an extension by appeal.

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Requirements for the Clear Credential

Individuals who complete a professional teacher preparation program and receive a five-year preliminary credential must earn a clear credential by completing one of the following options:

Option 1

Complete a Commission-approved Teacher Induction Program and submit their application for the clear credential through the Induction program sponsor.

Note: The final issuance date for an initial Ryan Clear Multiple or Single Subject Teaching Credential for California, out-of-state and out-of-country prepared teachers was **January 1, 2018**. See Coded Correspondence 17-06 regarding options for individuals who do not obtain Ryan clear teaching credentials by January 1, 2018.

Option 2

Teachers who are certified by the National Board of Professional Teaching Standards (NBPTS) after obtaining the California Preliminary Single Subject Teaching Credential will be issued a Clear Teaching Credential in the subject area in which they have received national certification. (See Table 1)

Individuals applying for the clear credential under Option 2 may apply directly to the Commission for a clear teaching credential by submitting an application by mail including all of the following:

1. Photocopy of National Board Certification.
2. Completed application (form 41-4), and, if not previously submitted to the Commission, a completed Live Scan receipt (form 41-LS). Out-of-state residents must submit two fingerprint cards (FD-258) in lieu of a Live Scan receipt. If submitting fingerprint cards, current fingerprint processing fees must accompany the application packet.
3. Application processing fee.

In addition, individuals may earn an additional credential or add a content subject area to a general education teaching credential based on National Board Certification. This is an option for individuals who earned their original Multiple or Single Subject Credentials, or equivalent previously issued general education teaching credentials, based on completion of a California, out-of-state, or outside the United States preparation program. See Credential Leaflet CL-621A for additional details.

Private School Experience

Individuals who have three or more years teaching experience in a private school should refer to the information leaflet titled Single Subject and Multiple Subject Teaching Credentials – Requirements for Teachers with Private School Experience (CL-834) for information on additional ways to qualify.

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Table 1

National Board for Professional Teaching Standards Certification

National Board Certification	California Certification
• Early and Middle Childhood Certificate in Art • Early Adolescence through Young Adulthood Certificate in Art	Single Subject Teaching Credential in Art
• Early Adolescence Certificate in English Language Arts • Adolescence and Young Adulthood Certificate in English Language Arts	Single Subject Teaching Credential in English
• Early Adolescence through Young Adulthood Certificate in Career and Technical Education	Single Subject Teaching Credential in Industrial and Technology Education
• Early Adolescence through Young Adulthood Certificate in World Languages Other Than English	Single Subject Teaching Credential in World Languages (specify language)
• Early Adolescence through Young Adulthood in Health	Single Subject Teaching Credential in Health Science
• Early Adolescence Certificate in Mathematics • Adolescence and Young Adulthood Certificate in Mathematics	Single Subject Teaching Credential in Mathematics
• Early and Middle Childhood Certificate in Music • Early Adolescence through Young Adulthood Certificate in Music	Single Subject Teaching Credential in Music
• Early and Middle Childhood Certificate in Physical Education	Single Subject Teaching Credential in Physical Education

National Board Certification	California Certification
• Early Adolescence through Young Adulthood Certificate in Physical Education	
• Early Adolescence Certificate in Science • Adolescence and Young Adulthood Certificate in Science	Single Subject Teaching Credential [3] Foundational-Level General Science Science: Biological Sciences Science: Chemistry Science: Geosciences Science: Physics
• Early Adolescence Certificate in Social Studies-History • Adolescence and Young Adulthood Certificate in Social Science-History	Single Subject Teaching Credential in Social Science

Note [3]: Teachers who hold National Board Certification Early Adolescence Certificate in Science will be issued a California Single Subject Teaching Credential in Foundational-Level General Science.
Teachers holding National Board Certification in the area of Adolescence and Young Adulthood Certificate in Science will be issued a California Single Subject Teaching Credential in Foundational-Level General Science unless a specific subject pathway is identified. A specific California science authorization may be issued based upon.

1. An out-of-state credential with a matching subject,
2. A copy of the individual's NBPTS "My Profile" status page report which indicates the specific science certificate specialty area in which National Board Certification was issued (a National Board score report will not meet this requirement), or
3. Official (original) transcripts from a regionally-accredited college or university showing a bachelor's or higher degree major or 32 semester units of coursework in the specific Science subject area.

The required documentation must be submitted with the photocopy of the individual's National Board Certificate and all other supporting materials.

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Reference:

Reference: California Education Code, Sections 44251, 44252, 44257, 44259, 44280, 44281, 44282, 44283, 44310, and 44335; and Title 5, California Code of Regulations, Sections 80413 and 80424.

Updated July 22, 2025

Commission on Teacher Credentialing

University Internship Credentials (CL-402A)

University Intern Teaching Credentials are issued to individuals who upon completion of the required minimum 120 hour intern preservice preparation have enrolled at a college or university in a Commission-approved intern program. These one to two-year programs are administered by California colleges and universities in partnership with local employing agencies and are designed to provide participants with classroom experience while they complete course work requirements for the preliminary credential. University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder's employer, in the area or subject listed on the credential. University Intern Teaching Credentials are offered in the following areas:

- Multiple Subject Teaching Credential with English Learner Authorization
- Multiple Subject Teaching Credential with Bilingual Authorization
- Single Subject Teaching Credential with English Learner Authorization
- Single Subject Teaching Credential with Bilingual Authorization
- Education Specialist Instruction Teaching Credential with English Learner Authorization

The Commission also issues intern services credentials in Pupil Personnel Services and Administrative Services. See the credential leaflets regarding these types of documents for further details.

Requirements for Issuance
Multiple and Single Subject Intern Credentials

Individuals must satisfy **all** of the following requirements for the Multiple or Single Subject Credential:

1. Possess a baccalaureate or higher degree from a regionally-accredited college or university.
2. Verify knowledge of the subject to be taught by one of the following methods:
    a. Pass the appropriate subject matter examination(s). See Credential leaflet CL-674S for examination information for Single Subject Credentials; see Credential leaflet CL-674M

for Multiple Subject Credentials.

b. Complete a Commission-approved subject-matter preparation program.
c. For specialized science subjects only, individuals may have taken and passed the appropriate subject matter examination(s) or obtained verification of completion of subject matter course work from the Commission as explained in Coded Correspondence 03-0010 [1]
d. Successful completion of applicable coursework verified by a Commission-approved program of professional preparation. Coursework must be completed at a regionally-accredited institution and addresses each of the domains of the subject matter requirements adopted by the Commission in the content area of the Single or Multiple Subject Credential.
e. Complete a degree major from a regionally-accredited college or university. For a Single Subject Teaching Credential, the degree major must be in one of the statutory single subjects available as listed below. For a Multiple Subject Teaching Credential, the degree major must be in liberal studies or interdisciplinary studies.
f. Successful completion through a combination of items a-d as described above verifying that the applicant has met or exceeded each of the domains of the subject matter requirements adopted by the Commission in the content area of the Single or Multiple Subject Credential.

Note [1]: The last administration of the examinations in the Specialized Sciences was July 11, 2015. These examinations are no longer available. Applicants will have five years from the date passed to use those examination scores toward obtaining California certification. The last date to verify subject-matter equivalency by coursework for any of the Specialized Sciences was July 11, 2015. See Coded Correspondence 14-09.

3. Complete a course (two semester units or three quarter units) in the provisions and principles of the U.S. Constitution or pass an examination given by a regionally-accredited college or university.
4. Completed application submitted through a Commission-approved program sponsor by online recommendation.

The statutory subjects available for Single Subject Intern Credential are as follows:
Agriculture
Art
Biological Sciences (Specialized)
Business
Chemistry (Specialized)
Dance
English
Foundational-Level General Science
Foundational-Level Mathematics
Geosciences (Specialized)
Health Science

Home Economics
Industrial and Technology
Education
Mathematics
Music
Physical Education
Physics (Specialized)
Science: Biological Sciences
Science: Chemistry
Science: Geosciences
Science: Physics
Social Science
Theater
World Language: English Language Development
World Languages-Languages other than English (specify)

Education Specialist Intern Credentials

For Education Specialist Intern Credentials, individuals must satisfy the items listed above. Subject matter competence must be verified in a statutory subject area for the Single Subject or for Multiple Subject. This may be done by one of the following methods:

a. Pass the appropriate subject matter examination(s). See Credential leaflet CL-674S for examination information for Single Subject Credentials; see Credential leaflet CL-674M for Multiple Subject Credentials.
b. Complete a Commission-approved subject-matter preparation program.
c. Successful completion of applicable coursework verified by a Commission-approved program of professional preparation. Coursework must be completed at a regionally-accredited institution and addresses each of the domains of the subject matter requirements adopted by the Commission in the content area of the Single or Multiple Subject Credential.
d. Complete a degree major from a regionally-accredited college or university. The degree major must be in one of the statutory single subjects available as listed above, in liberal studies or interdisciplinary studies.
e. Successful completion through a combination of items a-d as described above verifying that the applicant has met or exceeded each of the domains of the subject matter requirements adopted by the Commission in the content area of the Single or Multiple Subject Credential.

Period of Validity

Intern Credentials are valid for two calendar years. Employment is restricted to a specific school agency. A onetime, one-year extension by appeal is available at the request of the Commission-

approved university intern program when an educator fails to complete the program in the time allotted due to a hardship. Application for an extension requires submission of a paper application (Form 41-4) through the program sponsor. See Credential Leaflet AL-3 for details on submitting a request for extension.

For more information go to the Commission-Approved Professional Preparation Programs, or visit the Commission's website.

Completion of the Intern Program

Each candidate for the Multiple Subject Teaching Credential, the Multiple Subject Teaching Credential with a Bilingual Authorization, or the Education Specialist Instruction Credential must pass the Reading Instruction Competence Assessment (RICA).

When the intern has successfully completed the Teaching Performance Assessment (TPA), RICA (if needed), and the experience requirement, the program will recommend the intern for a 5-year preliminary credential. Available credential options, based on the candidate's program, are as follows:

- Preliminary Multiple Subject Teaching Credential with English Learner Authorization.
- Preliminary Multiple Subject Teaching Credential with Bilingual Authorization.
- Preliminary Single Subject Teaching Credential with English Learner Authorization.
- Preliminary Single Subject Teaching Credential with Bilingual Authorization.
- Preliminary Education Specialist Instruction Teaching Credential with English Learner Authorization.

Upon successful completion of the intern program and recommendation for an appropriate preliminary credential, candidates must complete a 2-year teacher induction program to be eligible for the clear credential. Please review this information on clearing your credential.

CL-402A May 2021

Updated July 01, 2024

Commission on Teacher Credentialing

Core Assignments

Intent of Core

The basis of the authorization for the Multiple Subject (MS) Credential is the self-contained classroom setting whereby all or most subjects are taught by one instructor to the same group of students throughout the day. All variations of the MS authorization found in Education Code (regrouping, team teaching, and teaching in a core setting) maintain the foundation of a self-contained classroom while allowing some variant of flexibility for the assignment.

The intent of the core setting is that the student group is the same and remains together for all portions of the core assignment, which maintains the basis of the self-contained classroom. The instruction, however, is segmented into independent periods of instruction to mirror a departmentalized setting.

Core Setting Definition

A core setting occurs when a teacher is assigned on the basis of a credential that authorizes service in a self-contained classroom (Multiple Subject or Standard Elementary Teaching Credentials) and:

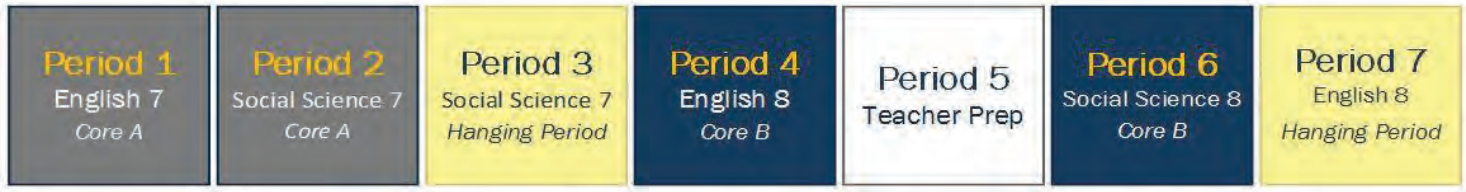
- Teaches two or more subjects to the same group of students in the same day, and;

- The student population for the class(es) remains the same.

Core assignments also allow for educators to be assigned a hanging period which allows an educator to teach one of the subjects already being taught in their core assignment. For a hanging period to be part of a correct core assignment, the extra period(s) must:

- Be in one of the exact same subjects already being taught in one of the core assignment;
- Be at the same grade level as the core assignment, and;
- Cannot constitute more than half of the teacher's total assignment.

Core settings allow an educator holding a credential authorizing service in a self-contained classroom to provide instruction in a partially departmentalized setting. This educator may teach two or more departmentalized subjects to the same group of students in the same day, and provide instruction in hanging fifth period(s). This setting is only permitted for use in grades 5-8.



Wheel Electives

Block Schedules

Updated November 12, 2025

EXHIBIT “D”

Commission on Teacher Credentialing

Appropriate Credentials for CALPADS Course Codes

The table below is intended to support credential analysts in determining which authorizations are required to teach in course assignments. This table includes only currently issued documents.

It is important to note, some documents listed have limited authorizations. Refer to the key below for guidance:

- *Supplementary Authorization*: Limited to students in grade 9 and below, not limited by curriculum level.
- *Specific Supplementary Authorization*: Limited to specific subject area listed on the document
- *Specific Subject Matter Authorization*: Limited to specific subject area listed on the document
- *Introductory Supplementary Authorization*: Limited to Curriculum for grades 9 and below
- *Introductory Subject Matter Authorization*: Limited to Curriculum for grades 9 and below

Credentials and authorization codes currently issued by the Commission can be found in the Authorization Sort Table.

Course Code	Course Title	Broad Subject	Setting	**Credentials Authorizing Course**	**Notes**
Enter (	Study S	Enter I	Enter S	Enter Credential Author	Enter Notes
9218	Skills Center/ Study Skills/ College Readiness	Elective	General Education		• Checked against requirements of Title 5 80005(b)

Course Code	Course Title	Broad Subject	Setting	**Credentials Authorizing Course**	**Notes**
					• Requires credential based on bachelors degree and student teaching • No Emergency documents

Updated August 28, 2025

EXHIBIT “E”

Credential Acronyms and Abbreviations Key

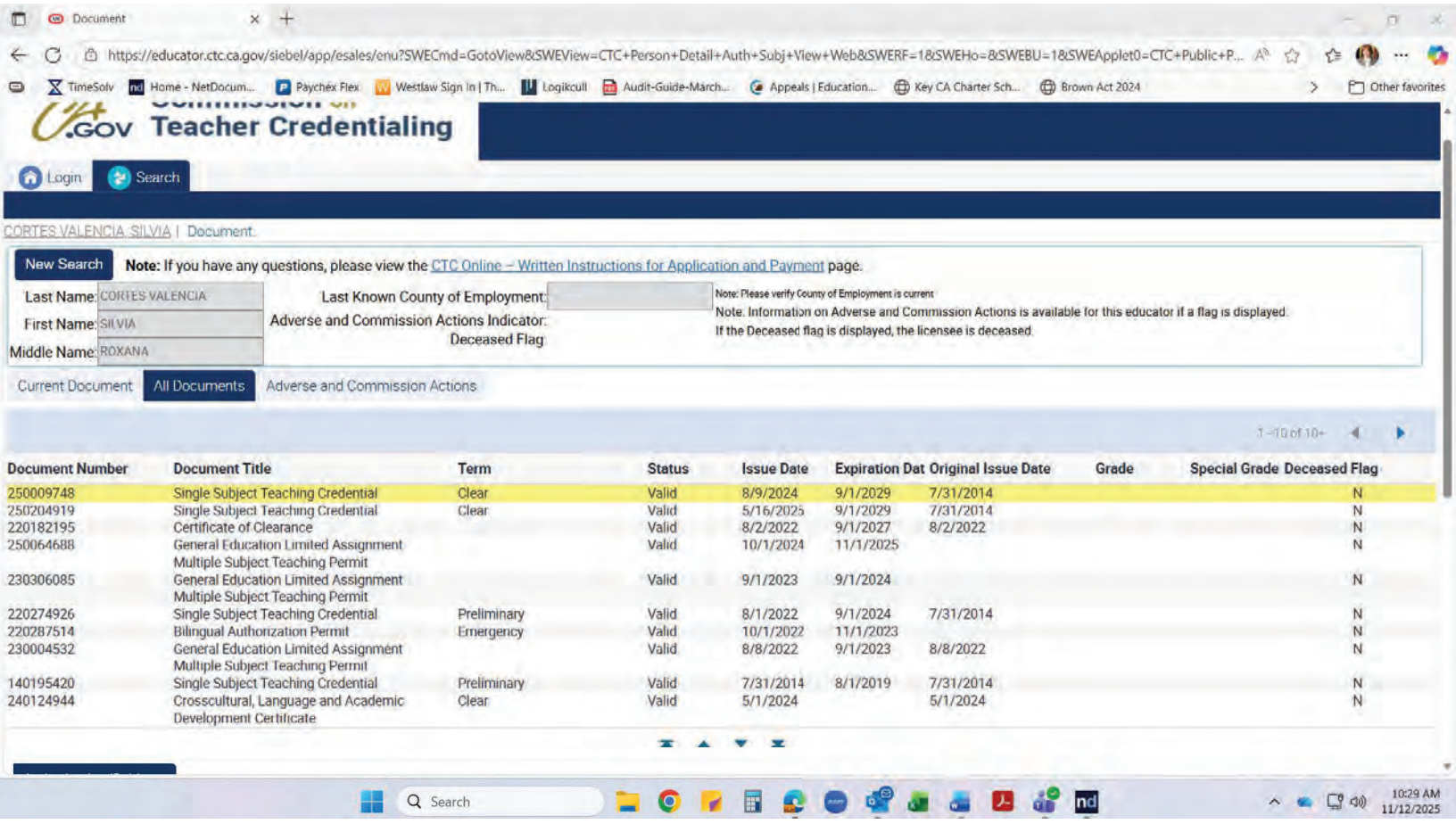
- **Emergency 30-Day Substitute Teaching Permit**
    - Also called:
        - "Emergency Sub Permit"
        - "30-Day Sub Permit"
        - Or just "Sub Permit"
- **English Learner Authorization**
    - Also called "EL Authorization"
    - Also called "Crosscultural, Language, and Academic Development (CLAD)" Certificate or just "CLAD"
    - Authorizes teaching courses designed for English learners
    - Some Authorization Codes for the EL Authorization/ CLAD:
        - ELAE
        - ELAM
        - ELAS
        - ELA1
- **Bilingual Authorization**
    - Also called the "Bilingual Crosscultural, Language, and Academic Development (BCLAD)" Certificate or just "BCLAD"
    - Authorizes teaching dual immersion/ bilingual courses or courses designed for English learners
    - Some Authorization Codes for the Bilingual Authorization/ BCLAD:
        - BASP
        - R2BL
- **GELAP**
    - Can refer to the General Education Multiple Subjects Limited Assignment Teaching Permit OR the General Education Single Subject Limited Assignment Teaching Permit

- GELAP for multiple subjects authorizes teaching in self-contained classrooms such as those found in an elementary school, or teaching middle school classes under certain conditions
- GELAP for single subject authorizes teaching the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults

- **Short Term Staffing Permit**
  - Also called "STSP" sometimes pronounced "Stip"
  - The Short Term Staffing Permit allows an employing agency to fill an acute staffing need when local recruitment efforts have been made but a fully-credentialed teacher cannot be found
  - The employing agency applies to the Commission on Teacher Credentialing for this permit
- **Temporary County Certificate**
  - Commonly referred to as a "TCC"
  - Also called a "temporary certificate" under Education Code section 44332
  - A county may issue a Temporary County Certificate (TCC) which allows an individual to serve in their school(s) for up to a year while their credential application is being processed by the Commission on Teacher Credentialing
- **Variable Term Waiver**
  - Variable term waivers are waiver requests that are reviewed by Commission on Teacher Credentialing (CTC) staff and acted upon by the CTC at a regularly scheduled meeting
  - The waiver provides the employing agency up to one year to:
    - 1) allow individuals additional time to complete a credential requirement,
    - 2) facilitate assignment in school programs to address issues of educational reform
    - 3) allow geographically isolated regions with severely limited ability time to hire and develop personnel, or
    - 4) obtain waivers for situations when all other hiring efforts have been exhausted

- **Intern Credential**
    - Also called the “University Internship Credential” or “University Intern Teaching Credential”
    - University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder’s employer, in the subject area listed on the credential
- **Provisional Internship Permit**
    - Commonly referred to as “PIP”
    - The Provisional Internship Permit allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program
    - Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found
- **Preliminary Credential**
    - A preliminary credential is issued for a maximum of five years
    - During that time, the holder may teach the same assignments that a clear credential holder for the same credential could teach
    - The preliminary credential holder needs to complete the requirements for the clear credential within the five years, unless granted an extension
- **Clear Credential**
    - A clear credential is a teaching credential that does not require further academic requirements to be completed
    - It can be renewed by submitting an application and paying processing fees

EXHIBIT “F”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Teacher Credentialing
Login
Search
CORTES VALENCIA, SILVIA | Document
New Search
Note: If you have any questions, please view the CTC Online – Written Instructions for Application and Payment page.
Last Name: CORTES VALENCIA
First Name: SILVIA
Middle Name: ROXANA
Last Known County of Employment:
Note: Please verify County of Employment is current
Adverse and Commission Actions Indicator:
Note: Information on Adverse and Commission Actions is available for this educator if a flag is displayed.
Deceased Flag:
If the Deceased flag is displayed, the licensee is deceased.
Current Document
All Documents
Adverse and Commission Actions
1 - 10 of 10+
Document Number | Document Title | Term | Status | Issue Date | Expiration Dat | Original Issue Date | Grade | Special Grade | Deceased Flag
250009748 | Single Subject Teaching Credential | Clear | Valid | 8/9/2024 | 9/1/2029 | 7/31/2014 | | | N
250204919 | Single Subject Teaching Credential | Clear | Valid | 5/16/2025 | 9/1/2029 | 7/31/2014 | | | N
220182195 | Certificate of Clearance | | Valid | 8/2/2022 | 9/1/2027 | 8/2/2022 | | | N
250064688 | General Education Limited Assignment Multiple Subject Teaching Permit | | Valid | 10/1/2024 | 11/1/2025 | | | | N
230306085 | General Education Limited Assignment Multiple Subject Teaching Permit | | Valid | 9/1/2023 | 9/1/2024 | | | | N
220274926 | Single Subject Teaching Credential | Preliminary | Valid | 8/1/2022 | 9/1/2024 | 7/31/2014 | | | N
220287514 | Bilingual Authorization Permit | Emergency | Valid | 10/1/2022 | 11/1/2023 | | | | N
230004532 | General Education Limited Assignment Multiple Subject Teaching Permit | | Valid | 8/8/2022 | 9/1/2023 | 8/8/2022 | | | N
140195420 | Single Subject Teaching Credential | Preliminary | Valid | 7/31/2014 | 8/1/2019 | 7/31/2014 | | | N
240124944 | Crosscultural, Language and Academic Development Certificate | Clear | Valid | 5/1/2024 | | 5/1/2024 | | | N
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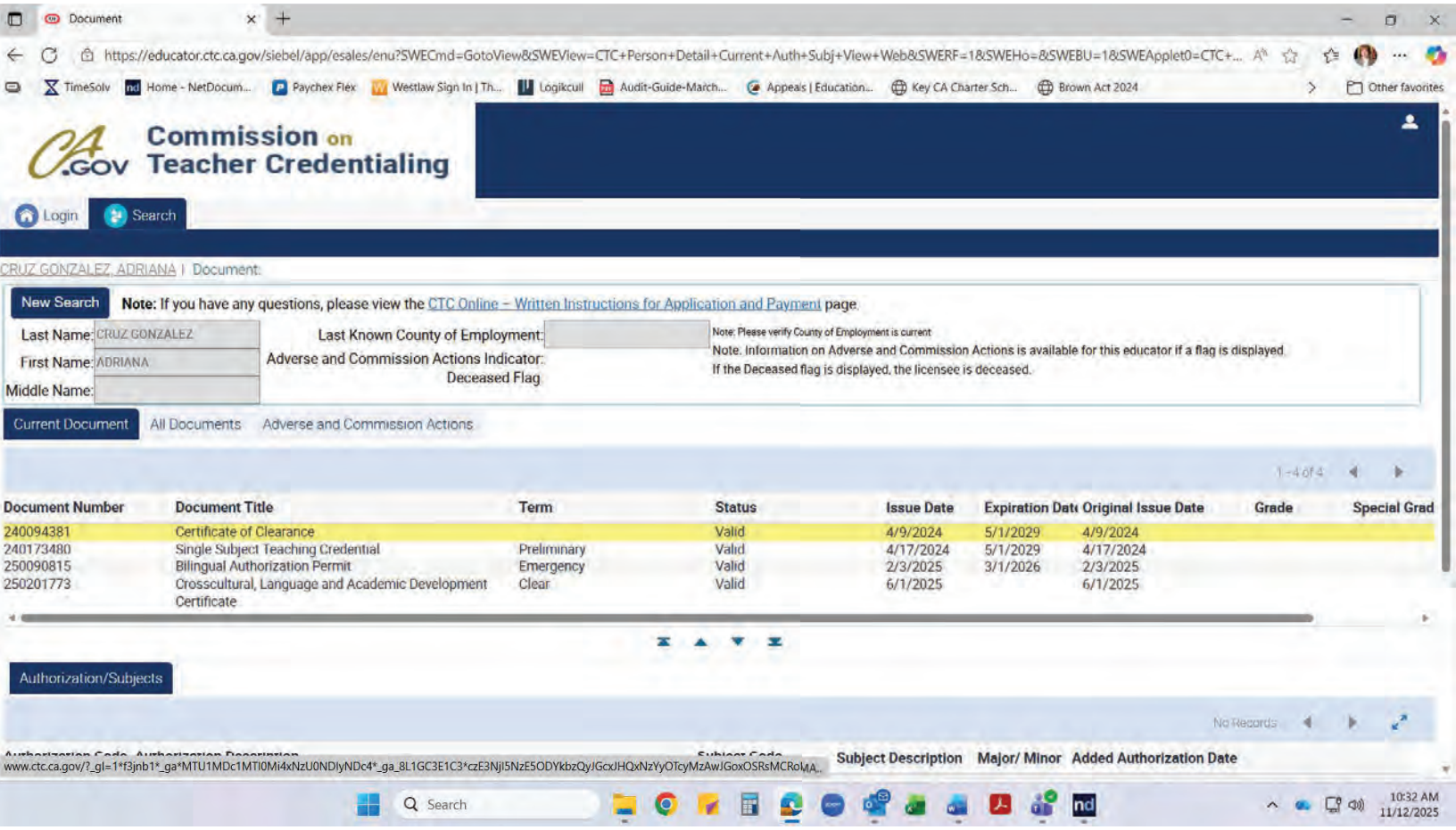
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Logikcull
Audit-Guide-March...
Appeals | Education...
Key CA Charter Sch...
Brown Act 2024
Other favorites
CA.GOV Commission on Teacher Credentialing
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CRUZ GONZALEZ, ADRIANA | Document:
New Search
Note: If you have any questions, please view the CTC Online – Written Instructions for Application and Payment page.
Last Name: CRUZ GONZALEZ
First Name: ADRIANA
Middle Name:
Last Known County of Employment:
Note: Please verify County of Employment is current
Adverse and Commission Actions Indicator:
Note: Information on Adverse and Commission Actions is available for this educator if a flag is displayed.
Deceased Flag
If the Deceased flag is displayed, the licensee is deceased.
Current Document
All Documents
Adverse and Commission Actions
1 - 4 of 4
Document Number | Document Title | Term | Status | Issue Date | Expiration Date | Original Issue Date | Grade | Special Grad
240094381 | Certificate of Clearance | | Valid | 4/9/2024 | 5/1/2029 | 4/9/2024
240173480 | Single Subject Teaching Credential | Preliminary | Valid | 4/17/2024 | 5/1/2029 | 4/17/2024
250090815 | Bilingual Authorization Permit | Emergency | Valid | 2/3/2025 | 3/1/2026 | 2/3/2025
250201773 | Crosscultural, Language and Academic Development Certificate | Clear | Valid | 6/1/2025 | | 6/1/2025
Authorization/Subjects
No Records
Subject Description | Major/ Minor | Added Authorization Date
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EXHIBIT “G”

Corrective Action Plan (CAP)

Escuela Popular Accelerated Learning Center (EPAFLC)

Submission to East Side Union High School District

Deadline: September 15, 2025, 5:00 PM

Goal: Ensure that 100% of EPAFLC teaching staff hold valid California teaching credentials and, where applicable, EL Authorizations, in full compliance with Education Code §47605(l) and the Charter.

Escuela Popular AFLC Report Totals (2022-23 vs 2025-26)

Name	Total Teaching FTE	Clear	Out of Field	Intern	Ineffective	Incomplete	Unknown	N/A
EPAFLC 2022-23	17.00	18.10% = 3.08	25.60% = 4.35	5.90% = 1.00	50.40% = 8.57	0.00% = 0.00	0.00% = 0.00	0.00% = 0.00
EPAFLC 2025-26	21.45	42.19% = 9.05	38.92% = 8.35	10.95% = 2.35	7.92% = 1.70	0.00% = 0.00	0.00% = 0.00	0.00% = 0.00

Action Plan

Area of Focus	Action Step	Responsible Person(s)	Timeline	Benchmark for Monitoring Progress	Evidence
Credential Verification	Conduct a full audit of all current teachers' credentials and EL authorizations.	HR Manager, Cindy Cortes, Principal, Olivia Cortes, Executive Director,	Sept. 8, 2025 & Ongoing	90% of teachers have applied for an appropriate credential/permit 20% of teachers have	2025-2026 Instructional Staff Roster-Credential inventory spreadsheet with scanned credentials & EL docs.

		Patricia Reguerin		pending approvals	
Credential Verification	Submit credential audit results to the District.	HR Manager, Cindy Cortes	Sept. 15, 2025	100% complete submission by deadline	Submission confirmation email + attachments.
Emergency Permits	Submit emergency credential/permit applications through ESUHSD HR (Haydee Cisneros).	HR Manager, Cindy Cortes	Sept. 5, 2025 & ongoing	100% submission on a timely basis as needed.	Receipts/acknowledgment from ESUHSD HR.
Immediate Staffing	**Reassign or replace any teachers lacking valid credentials/authorizations.** Classes will be reassigned with teachers who hold valid teaching credentials and EL authorizations ● Reaching out to known contacts who may be interested in these roles ● Recruiting retired teachers who are qualified for the positions and interested in work hours ● Filling the positions with 30-Day Substitute	Principal + Executive Director	Sept. 29, 2025 & Ongoing	By Census Date-October 1st, at least 90% of FTE must be Clear, Intern, Out of Field, or Ineffective Weekly Roll Out	Report all new hires/separations to the District within five business days.

	Teachers, only as needed, while recruiting efforts are ongoing Teachers who hold a TCC will be reassigned or replaced if their CTC application is denied. Re-assign employees to non-credentialed roles who have been identified as misassigned, to the extent such roles are available.				
New Hires	**Post various positions and actively recruit credentialed teachers.** ● Hire Credential Analyst (1) ● Hire Talent Recruitment Specialist (1) ● Recruiters (2)	HR Manager, Cindy Cortes, Principal, Olivia Cortes, Executive Director, Patricia Reguerin	Ongoing	Copies of reports to District + documentation of valid credentials/ EL authorizations.	Report all new hires/separations to the District within five business days. Include valid credential(s) and EL Authorization docs.
Professional Development	Provide support/coaching for teachers completing credential/authorization requirements.	Principal +Instructional Leaders Strategic Programs	Oct. 1, 2025	100% participation & ongoing support	PD calendar

		& Grant Manager			
Annual Audit & Planning for the New Year	Conduct a full credential compliance audit and report results to the District.	HR Manager, Cindy Cortes, Principal, Olivia Cortes, Executive Director, Patricia Reguerin	February 2026	By February 2026, complete a full Annual Teacher Assignment Audit to identify any out-of-field, intern, or waiver placements for the upcoming year.	Written compliance audit report submitted to the District.

EPAFLC Staffing, Onboarding & Compliance Tracker
(Sept 15 – Dec 19, 2025)
Aligned with CAP Submission to ESUHSD

Phase 1: Launch & Census Compliance (Weeks 1–4)
Focus: Get new staff in place, extend assignments for credentialed staff, finalize Quarter 2 schedule, and meet Oct. 1 Census requirements.

Week	Date Range	Key Actions	Responsible	Benchmark / Evidence
Week 1	Sept 15–19	- Submit credential audit results to District (Sept 15 deadline). - Interview new candidates -Recruit credentialed staff - Finalize Quarter 2 Master Schedule with new assignments.	HR Manager, Principal, ED	Audit submitted; updated Q1 master schedule complete. Finalize Q2 Master Schedule Evidence: District confirmation + revised schedule.
Week 2	Sept 22–26	- Interview new candidates -Recruit credentialed staff - Begin onboarding process.	HR Manager + Principal + Instructional Leaders	All new staff trained and observed; new assignments confirmed. Evidence: Training logs + assignment records.
Week 3	Sept 29–Oct 3	- Official roll-over: place	Principal + ED	Census compliance

		new staff in classrooms. - Confirm new assignments for staff without credentials. - Launch rotation of 30-Day staff as needed (PE, Science, and other subject matters). - Ensure ≥90% credential-alig ned staffing by Oct 1 Census.		achieved; rotation functional. Evidence: Master schedule + Census staffing report + assignment tracker.
Week 4	Oct 6–10	- Begin biweekly staffing monitoring. - Provide PD for new staff. - Continue tracking 30-Day staff rotation.	Principal + Instructional Leaders	First monitoring cycle complete; Evidence: Monitoring report + PD attendance + updated assignment tracker.

Phase 2: Stabilization & Q1 Compliance (Weeks 5–8)

Focus: Strengthen staffing stability, continue training and monitoring, and submit first compliance report.

Week	Date Range	Key Actions	Responsible	Benchmark / Evidence

Week 5	Oct 13–17	- Continue biweekly monitoring. - Provide coaching for new staff. - Track rotation of 30-Day Substitute staff	Principal + Instructional Leaders	Monitoring cycle completed; Substitute Tracker. Evidence: Monitoring reports.
Week 6	Oct 20–24	- Recruit to cover remaining gaps. - Monitor new assignments for non-credentialed staff.	HR Manager + Principal	Staffing stabilized; assignments documented. Evidence: Sub tracker + hiring tracker.
Week 7	Oct 27–31	- Submit Compliance Summary to District. - Verify the stability of new staff and new assignments.	HR Manager + Principal + ED	District receives compliance update. Evidence: Summary report.
Week 8	Nov 3–7	- Continue biweekly monitoring. - Ongoing PD for new staff & paraprofessionals . - Adjust	Principal + Instructional Leaders	All courses remain staffed with appropriately credentialed teachers. Evidence: Monitoring

		substitute/rotation as needed.		reports + PD logs.

Phase 3: Sustained Compliance & Mid-Year Review (Weeks 9–14)
Focus: Maintain full compliance, support staff growth, and mid-year review.

Week	Date Range	Key Actions	Responsible	Benchmark / Evidence
Week 9	Nov 10–14	- Continue monitoring any gaps in coverage. - Confirm new assignments for staff as needed if CTC denials occur. - Biweekly monitoring cycle.	Principal + Instructional Leaders + ED	No staffing coverage gaps. Evidence: Monitoring reports + assignment tracker.
Week 10	Nov 17–21	- Conduct mid-term evaluations of new staff. - Adjust staffing and assignments based on feedback.	Principal + Instructional Leaders	Evaluations completed. Evidence: Data collected by Instructional Leaders.
Week 11	Nov 24–28	- Continue to ensure ELD coverage. - Draft Q2 compliance report.	HR Manager + Principal	Draft report prepared. Evidence: Draft report + staffing verification.

Week 12	Dec 1–5	- Resume monitoring. - Provide ongoing PD for new staff. - Confirm substitute rotation for other subject matters.	Principal + Instructional Leaders	Compliance maintained. Evidence: Monitoring reports + PD logs.
Week 13	Dec 8–12	- Finalize staffing adjustments. - Conduct mid-year review with leadership. - Review staff in new assignments.	HR Manager + Principal	Draft of Mid-Year Review
Week 14	Dec 15–19	- Submit Mid-Year Compliance Report to District.	HR Manager, Principal, ED	District receives mid-year report.

Corrective Action Plan (CAP)

Escuela Popular/Center for Training and Careers, Family Learning (EPCTC)

Submission to East Side Union High School District

Deadline: September 15, 2025, 5:00 PM

Goal: Ensure that 100% of EPCTC teaching staff hold valid California teaching credentials and, where applicable, EL Authorizations, in full compliance with Education Code §47605(l) and the Charter.

Escuela Popular EPCTC Report Totals (2022-23 vs 2025-26)

Name	Total Teaching FTE	Clear	Out of Field	Intern	Ineffective	Incomplete	Unknown	N/A
EPCTC 2022-23	15.80	37.50% = 6.00	25.30% = 4.00	0.00% = 0.00	58.50% = 9.25	0.00% = 0.00	0.00% = 0.00	0.00% = 0.00
EPCTC 2025-26	23.65	32.13% = 7.60	0.00% = 0.00	6.97% = 1.65	60.80% = 14.40	0.00% = 0.00	0.00% = 0.00	0.00% = 0.00

Action Plan

Area of Focus	Action Step	Responsible Person(s)	Timeline	Benchmark for Monitoring Progress	Evidence
Credential Verification	Conduct a full audit of all current teachers' credentials and EL authorizations	HR Manager, Cindy Cortes, Principal, Olivia Cortes, Executive Director, Patricia Reguerin	Sept. 8, 2025 & Ongoing	90% of teachers have applied for an appropriate credential 20% of teachers have	2025-2026 Instructional Staff Roster-Credential inventory spreadsheet with scanned credentials & EL docs.

				pending approvals	
Credential Verification	Submit credential audit results to the District.	HR Manager, Cindy Cortes	Sept. 15, 2025	100% complete submission by deadline	Submission confirmation email + attachments.
Emergency Permits	Submit emergency credential/permit applications through ESUHSD HR (Haydee Cisneros).	HR Manager, Cindy Cortes	Sept. 15, 2025 & ongoing	100% submission on a timely basis as needed.	Receipts/acknowledgment from ESUHSD HR.
Immediate Staffing Needs	**Reassign or replace any teachers lacking valid credentials/authorizations.** Classes will be reassigned with teachers who hold a valid teaching credential and EL authorization • Reaching out to known contacts who may be interested in these roles • Recruiting	Principal + Executive Director	Sept. 29, 2025 & Ongoing	By Census Date-October 1st, at least 90% of FTE must be Clear, Intern, Out of Field, or Ineffective Detailed Weekly Rollout	Report all new hires/separations to the District within five business days.

	retired teachers who are qualified for the positions and interested in work hours • Filling the positions with 30-Day Substitute Teachers, only as needed, while recruiting efforts are ongoing Teachers who hold a TCC will be reassigned or replaced if their CTC application is denied. Re-assign employees to non-credentialed roles who have been identified as				

	misassigned, to the extent such roles are available. • CTE credentialed teachers teaching ELD Courses will be reassigned to serve as the paraprofessionals supporting the primary teacher.				
New Hires	**Post various positions and actively recruit credentialed teachers.** Hire Credential Analyst (1) Hire Talent Recruitment Specialist (1) Recruiters (2)	HR Manager, Cindy Cortes, Principal, Olivia Cortes, Executive Director, Patricia Reguerin	September 8, 2025		Report all new hires/separations to the District within five business days. Include valid credential(s) and EL Authorization docs.

Professional Development	Provide coaching/support for teachers completing credential or EL Authorization requirements.	Principal+Instructional Leaders Strategic Programs & Grant Manager	Oct. 1, 2025	100% participation & ongoing support	PD calendar
Annual Audit & Planning for the New Year	Conduct a full credential compliance audit and report results to the District.	HR Manager, Cindy Cortes, Principal, Olivia Cortes, Executive Director, Patricia Reguerin	February 2026	By February 2026, complete a full Annual Teacher Assignment Audit to identify any out-of-field, intern, or waiver placements for the upcoming year.	Written compliance audit report submitted to the District.

Corrective Action Plan (CAP)
Escuela Popular/Center for Training and Careers, Family Learning (EPCTC)

Submission to East Side Union High School District

Deadline: September 15, 2025, 5:00 PM

Goal: Implement a fully compliant Designated ELD instructional program in accordance with Education Code §47605(l) and the Charter.

Action Plan Table

Area of Focus	Action Step	Responsible Person(s)	Timeline	Benchmark for Monitoring Progress	Evidence

ELD Program Compliance	Assign credentialed teachers with EL Authorization or CTC-approved documentation to each ELD course.	Principal + Executive Director	Sept. 16, 2025 & Ongoing	By Census Date-October 1st, at least 90% of FTE must be Clear, Intern, Out of Field, or Ineffective	Master Schedule showing credential-aligned assignments.
ELD Program Compliance	Monitor and support the ongoing implementation of the ELD program.	Principal+Instructional Leaders	Ongoing (biweekly monitoring)	By October 1, 2025, all ELD classes will be staffed with credentialed teachers, with quarterly monitoring in place to ensure ongoing compliance."	Biweekly internal monitoring reports + quarterly summary to District.

EPCTC Staffing, Onboarding & Compliance Tracker
(Sept 15 – Dec 19, 2025)
Aligned with CAP Submission to East Side Union HSD

Phase 1: Launch & Census Compliance (Weeks 1–4)
Focus: Get new staff in place, extend assignments for credentialed staff, finalize Quarter 2 schedule, and meet Oct. 1 Census requirements.

Week	Date Range	Key Actions	Responsible	Benchmark / Evidence
Week 1	Sept 15–19	- Submit credential audit results to District (Sept 15 deadline). - Interview new candidates -Recruit credentialed staff - Finalize Quarter 2 Master Schedule with new assignments.	HR Manager, Principal, ED	Audit submitted; updated Q1 master schedule complete. Finalize Q2 Master Schedule Evidence: District confirmation + revised schedule.
Week 2	Sept 22–26	- Conduct training and classroom observations for new staff. - Interview new candidates -Recruit credentialed staff	HR Manager + Principal + Instructional Leaders	All new staff trained and observed; new assignments confirmed. Evidence: Training logs + assignment records.

		- Begin onboarding process.		
Week 3	Sept 29–Oct 3	- Official roll-over: place new staff in classrooms. - Confirm new assignments for staff without credentials. - Launch rotation of 30-Day staff as needed (PE, and other subject matters). - Ensure ≥90% credential-aligned staffing by Oct 1 Census.	Principal + Instructional Leaders	Census compliance achieved; rotation functional. Evidence: Master schedule + Census staffing report + assignment tracker.
Week 4	Oct 6–10	- Begin biweekly staffing (ELD) monitoring. - Provide PD for new staff (compliance, ELD instruction). - Continue tracking 30-Day staff rotation.	Principal + Instructional Leaders	First monitoring cycle complete; all ELD sections covered. Evidence: Monitoring report + PD attendance + updated assignment tracker.

Phase 2: Stabilization & Q1 Compliance (Weeks 5–8)
Focus: Strengthen staffing stability, continue training and monitoring, and submit first compliance report.

Week	Date Range	Key Actions	Responsible	Benchmark / Evidence
Week 5	Oct 13–17	- Continue biweekly monitoring. - Provide coaching for new staff. - Track rotation of 30-Day Substitute staff	Principal + Instructional Leaders	Monitoring cycle completed; Substitute Tracker. Evidence: Monitoring reports.
Week 6	Oct 20–24	- Recruit to cover remaining gaps. - Monitor new assignments for non-credentialed staff.	HR Manager + Principal	Staffing stabilized; assignments documented. Evidence: Sub tracker + hiring tracker.
Week 7	Oct 27–31	- Submit Compliance Summary to District. - Verify the stability of new staff and new assignments.	HR Manager + Principal	District receives compliance update. Evidence: Summary report.
Week 8	Nov 3–7	- Continue biweekly monitoring. - Ongoing PD for new staff & paraprofessionals. - Adjust	Principal + Instructional Leaders	All courses remain staffed with appropriately credentialed teachers.

		substitute/rotation as needed.		Evidence: Monitoring reports + PD logs.

Phase 3: Sustained Compliance & Mid-Year Review (Weeks 9–14)
Focus: Maintain full compliance, support staff growth, and complete mid-year review.

Week	Date Range	Key Actions	Responsible	Benchmark / Evidence
Week 9	Nov 10–14	- Continue monitoring ELD coverage. - Confirm new assignments for staff as needed if CTC denials occur. - Biweekly monitoring cycle.	Principal + Instructional Leaders + ED	No ELD coverage gaps. Evidence: Monitoring reports + assignment tracker.
Week 10	Nov 17–21	- Conduct mid-term evaluations of new staff. - Adjust staffing and assignments based on feedback.	Principal + Instructional Leaders	Evaluations completed. Evidence: Data collected by Instructional Leaders.
Week 11	Nov 24–28	- Continue to ensure ELD coverage. - Draft compliance report.	HR Manager + Principal	Draft report prepared. Evidence: Draft report + staffing verification.

Week 12	Dec 1–5	- Resume monitoring. - Provide ongoing PD for new staff. - Confirm substitute rotation for other subject matters.	Principal + Instructional Leaders	Compliance maintained. Evidence: Monitoring reports + PD logs.
Week 13	Dec 8–12	- Finalize staffing adjustments. - Conduct mid-year review with leadership. - Review staff in new assignments.	HR Manager + Principal	Draft of Mid-Year Review
Week 14	Dec 15–19	- Submit Mid-Year Compliance Report to District.	HR Manager, Principal, ED	District receives mid-year report.

EXHIBIT “H”

EPAFLC & EPCTC 2025-2026 Teacher Credential Analysis Tallys

Updated: 9.18.2025

Staff Last Name	Staff First Name	School-Site	Assignment	Teaching Credential	EL Authorization	Credential Status	Findings	Needed Credential 1	Needed Credential 2	Notes
Abrego	Wilson Richard	Both	PE	Sub	None	Sub Status				TCC Unil 11/1/2025
Almanza	Alejandra	Both	Study Hall & ELD	CTE	None	None	not aligned, teaching a non-career class CTE in			
Arroyo Chavez	Cindy	AFLC	4th Grade	Multiple Subject	ELAM	Fully	gen sub.			
Cantera	Adan	Both	Integrated Math II & III	Single Subject	BASP	Fully				
Cifuentes	Alba	AFLC	PE	Single Subject	None	Teaching Only	prelim in PE	need bclad		PENDING: EBCLAD
Cortes Herrera	Judith	AFLC	1st Grade	Single Subject	ELAS	None	TC1 in Spanish exam.	need bclad		PENDING: GELAP Multiple Subjects (extension)
Cortes Valencia	Silvia Roxana	AFLC	2nd Grade	Single Subject	BASP	EL Authorization Only	TC1 bio & chem, Gelap in gen sub 11/1/25 + CLAD			
Esteva	Elizabeth	AFLC		None	None	None				Cannot locate her on any of the master schedules
Gonzalez	Aaron	Both	Integrated Science I & II	None	None	None				PENDING: Biological Sciences STSP
Haynes	Charnice Centrina	AFLC	MS Eng/His & ELD/Eng Lab	Multiple Subject	ELAM	Fully	ENG, MATH,SS,GSX			
Jaimes Montanez	Arelis	AFLC	K	Multiple Subject	CLAD	Teaching Only	BASP EMERG EX 10/1/25	NEEDS BASP		
Kinne	Michael J	Both	English 2, 3 & Fine Art	Single Subject	CLAD	Partially	TC1 IN ENGX			PENDING: Art GELAP
Lopez Sandoval	Martha Lidia	AFLC	3rd Grade	Multiple Subject	ELAM	Fully	GEN SUB			
Macias De La Cruz	Maribel	AFLC	5th Grade	Sub	None	Sub Status				
Marquez	Juan	Both	PE	None	None	None				
Morales	Yasna	AFLC	TK	Multiple Subject	BASP	Fully				
Murillo Villeda	Ericka	Both	ELD 2, Spanish, & Study Skills	Single Subject	ELAS	Fully	INTERN IN SPANISH EXAM			
Nieto	Magdalena	AFLC	ELD 3, English 1	None	None	None				PENDING: English GELAP
Ornelas	Brian	AFLC	MS Eng/His & ELD/Eng Lab	Multiple Subject	BASP	Fully				
Ortiz	Fabio	AFLC	MS Math	Single Subject	BASP	Fully				
Palacios	Judith Maria	AFLC	MS Spanish	Single Subject	CLAD	Fully				
Quezada	Veronica	Both	Study Hall	CTE	None	None	CTE IN ECDF			
Ramirez	Aleli	AFLC	MS ELA/HIS & ELD/Eng Lab	Multiple Subject	BASP	Fully	GEN SUB			
Rivera Cisneros	Isaias	AFLC	MS Science	Waiver	None	Teaching Only				Waiver: Foundational Level Gen Science TCC for 25/26 School Year
Rodriguez Montenegro	Olga Margarita	Both	Spanish, ELD 1, & Study Skills	Single Subject	ELAS	Fully				
Rodriguez	Sandra	Both	Basic Computer Skills, Study Skills, & Study Hall	None	None	None				
Romero Padilla	Elsi	AFLC	3rd Grade	Multiple Subject	CLAD	Teaching Only		NEED BASP		PENDING: EBCLAD Extenstion
Stanton	Ethan	Both	Conversational English, Eng 1, & Eng 2	Single Subject	ELA1	Teaching Only	TC1 IN ENGX & SSX	NEED BASP		
Tapia	Magali	Both	World History, US History, & Government	Single Subject	ELAS	Teaching Only	TC1 IN SS	NEED BASP		
TBD	TBD	Both	Basic Computer Skills and Study Hall	None	None	None				
Torres	Hortencia	Both	PE, Study Hall, ELD	None	None	None	has a child development teacher permit			TCC Unil 11/1/2025
Villalvazo	Luis	Both	Integrated I & Integrated II	None	None	None				PENDING: Math SSTSP

EPAFLC & EPCTC 2025-2026 Teacher Credential Analysis Tallys

Updated: 9.18.2025

Staff Last Name	Staff First Name	School-Site	Assignment	Teaching Credential	EL Authorization	Credential Status	Findings	Needed Credential 1	Needed Credential 2	Notes
Aguayo	Araceli	CTC	ELD, Study Hall	CTE	None	None	CTE IN ECDF			
Bedolla Villa	Jose Egberto	CTC	ELD & Intro to Art	CTE	None	None	EDCF & AMAE	ONLY HAS ART NO ELD		
Carreon Padilla	Sergio	CTC	Spanish	Single Subject	BASP	Fully				
Cisneros	Cristina	CTC	ELD, Study Hall	Sub	None	Sub Status				
Cruz Gonzalez	Adriana	CTC	Study Hall & Eng 1	Single Subject	BASP	Fully	TC1 IN ENG & FRENCH/ HAS CLAD BASP EX 3/1/26			
Duarte	Angelica	CTC	Study Hall & ELD	None	None	None				
Flores	Miriam	CTC	Eng 2 & 3	Single Subject	CLAD	Fully				
Gomez	Rosalba	CTC	ELD, Study Hall	CTE	None	None	HAS CTE IN ECDF			
Gonzalez Moreno	Claudia	CTC	ELD	CTE	None	None	HAS CTE IN ECDF			
Gutierrez	Edith	CTC	ELD, Study Hall	None	None	None				
Hernandez	Astrid	CTC	ELD, Study Hall	CTE	None	None	HAS CTE IN ECDF			
Hernandez	Litzareli	CTC	Integrated Science I, II, and Study Skills	Intern	ELAS	Fully	BIO SCI			
Hernandez	Maria G	CTC	Math Integrated I, II, & III	None	None	None	Child Development			
Lopez Mata	Yesenia	CTC	ELD, Study Hall	CTE	None	None	CTE in ECDF			
Mancilla Gallardo	Liliana	CTC	ELD	CTE	None	None	CTE in ECDF			
Medina	Fernando	CTC	PE	Single Subject	CLAD	Fully				
Morales	Ignacio	CTC	ELD, Study Hall	CTE	None	None	CTE in ECDF			
Munoz	Ana Edith	CTC	ELD	CTE	None	None	CTE in ECDF			
Murillo Villeda	Johana	CTC	ELD, Study Hall	CTE	None	None	CTE in ECDF			
Razo Cortez	Norma Lizette	CTC	World History, US History, Government, & Study Skills	Single Subject	CLAD	Fully				
Rosales	Martha Leticia	CTC	ELD	None	None	None				
Sanchez Barrera	David Israel	CTC	Math Integrated I & Study Skills	None	None	None				

Counts

Credential Status	COUNTA of Sub
	0
EL Authorization Only	1
Fully	17
None	26
Partially	1
Sub Status	2
Teaching Only	6
Grand Total	**53**

Teaching Credential Type	COUNTA of Sub
	0
CTE	12
Intern	1
Multiple Subject	8
None	13
Single Subject	16
Sub	2
Waiver	1
Grand Total	**53**

EL Authorization Type	COUNTA of None
	0
BASP	8
CLAD	7
ELA1	1
ELAM	3
ELAS	5
None	29
Grand Total	**53**

EXHIBIT “I”

Updated Teacher Equity Definitions

Updated “ineffective” and “out-of-field” teacher definitions for the California Every Student Succeeds Act (ESSA) Consolidated State Plan approved by the State Board of Education (SBE) in November 2019.

On November 6, 2019, the SBE approved updated definitions for “ineffective” and “out-of-field” teachers to be included in the amended California ESSA Consolidated State Plan. Extensive training and feedback with the field revealed the need for clarifications to the definitions to include specific permits and authorization that fall under each of the definitions.

The former teacher equity definitions (DOCX) were utilized by local educational agencies for completing their 2019 Local Control and Accountability Plan Federal Addenda.

Term	Definition
Ineffective teacher	An ineffective teacher is any of the following: ▪ An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or ▪ A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned) ▪ An individual who holds no credential, permit, or authorization to teach in California. Under this definition, teachers with the following limited emergency permits would be considered ineffective: ▪ **Provisional Internship Permits,** ▪ **Short-Term Staff Permits** ▪ **Variable Term Waivers** ▪ **Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record**

Out-of-field teacher	A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of field: ▪ General Education Limited Assignment Permit (GELAP) ▪ Special Education Limited Assignment Permit (SELAP) ▪ **Short-Term Waivers** ▪ **Emergency English Learner or Bilingual Authorization Permits** ▪ **Local Assignment Options** (except for those made pursuant to the *California Code of Regulations*, Title 5, Section 80005[b])
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.
Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Questions: Teacher and Leader Policy Office | TLPO@cde.ca.gov | 916-445-7331

Last Reviewed: Friday, January 24, 2025

EXHIBIT “J”

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

Dear Superintendent Vander Zee,

This letter serves as a "dispute statement" pursuant to Element 14: Dispute Resolution of the 2024-2029 Charter for Escuela Popular Accelerated Family Learning Center (EPAFLC). The Escuela Popular Board of Directors hereby requests that the East Side Union High School District ("District") begin the dispute resolution process outlined in the school's charter.

Nature of the Dispute

Under previous California law, charter schools had greater flexibility in terms of the credentialing for their teachers, compared to conventional public school districts. The law then changed, resulting in new credentialing requirements for charter schools that would render many charter school teachers misassigned. Because of this, a grace period was enacted to give charter schools time to adjust to this change. The grace period ended July 1, 2025.

The District and Escuela Popular had different opinions about how to address this shift. Escuela Popular has always taken pride in its practice of employing its own "homegrown" teachers who started out as students at the school. This practice enables students to be taught by teachers who share their background and are invested in their community. For EPAFLC, Escuela Popular wanted to prioritize lifting up its current, homegrown teaching staff through the use of emergency permits and other temporary credentials while supporting them in the process of completing additional credentialing processes. The District indicated a belief that use of these emergency permits somehow put the school out of compliance with the Education Code, even though California law authorizes the use of documents like emergency permits, temporary county certificates, variable term waivers, and other short-term credentials.

On July 16, 2025, the District sent Escuela Popular a "Letter of Deficiency" regarding EPAFLC teaching staff credentialing. This letter was based on staffing at the school during the 2024-2025 school year—**a time when the grace period was still in effect** before charter schools had to adopt new credentialing practices. The letter also indicated the District's disapproval of the use of Career Technical Education (CTE) teachers to teach any courses at EPAFLC, on the grounds that "CTE Pathways" were not included in the school's charter and Escuela Popular needed to complete the material revision process before having CTE classes. Escuela Popular disagreed on this point, both because a material revision of the charter is not ordinarily required before adding a CTE class, and because career development is a central part of the charter for both schools. For example, EPAFLC's charter states that EPAFLC will offer "Enrichment programs" which include "Ballet folklórico, Art, Nutrition, Theater, SEL, STEM, Career Technical Education ("CTE"), and Technology," and "Career Technical Education" is specifically listed as part of the EPAFLC curriculum.

On July 22, 2025, the District issued Escuela Popular a "Notice of Concern" regarding the District's concerns with Escuela Popular's decisions to apply for emergency permits and other temporary credentials for certain teachers. The letter stated, "It is the District's expectation that for the 2025-26 school year, all EPAFLC and EPCTC teachers will be appropriately credentialed in accordance with Education Code section 47605(l) and their respective Charters." It gave a response deadline for Escuela

Popular of August 4, 2025 to provide no fewer than seven different responsive documents, each to include detailed information and explanations about staffing.

On August 1, 2025, Escuela Popular's Executive Director, Patricia Reguerin, e-mailed the District's Coordinator of Charter School Oversight, Phillip Gedeon, stating, "Since receiving the Notice of Concern on July 22, 2025, we have been working diligently to gather and prepare all requested information. We respectfully request an extension until Friday, August 8, 2025, to submit the materials." On August 6, 2025 (after the August 4, 2025 deadline), Mr. Gedeon e-mailed Ms. Reguerin and denied her request for an extension to respond. Escuela Popular then provided some information on August 8, 2025 and additional information on August 11, 2025.

On August 29, 2025, the District issued a "Notice of Probationary Charter Status" to both of Escuela Popular's schools. This letter required Escuela Popular to submit a response by September 15, 2025 (approximately two weeks later) which would be accompanied by a detailed Corrective Action Plan "identifying the immediate steps" the school will implement "to have all of its teachers hold an appropriate and valid teaching credential(s) and/or EL Authorization required for their certificated assignment for the 2025-26 school year in compliance with Education Code section 47605(l) and its Charter." The response was also required to be accompanied by extensive documentation regarding staff credentialing and assignments. The District's letter did **not** say that the September 15, 2025 response needed to first be approved at an Escuela Popular Board meeting.

During the approximately two weeks after the August 29, 2025 charter probation letters, Escuela Popular Staff worked with District staff feedback to craft a detailed Corrective Action Plan. Escuela Popular submitted this to the District on September 15, 2025, along with a letter and documentation attempting to address every item requested in the District's August 29, 2025 letters. The Corrective Action Plan indicated a date of September 29, 2025 by which time Escuela Popular would implement the corrections.

On September 17, 2025, the District's Director of Assessment and Accountability for Charter School Oversight, Bjorn Berg, sent Escuela Popular a response to its September 15, 2025 response. This response expressed disapproval of the fact that the documents provided on September 15, 2025 had not been approved at an Escuela Popular Board meeting before September 15, 2025. The response acknowledged that items related to the credentialing concerns were agendized for Board approval at Escuela Popular's September 18, 2025 Board meeting but indicated, without explanation, that "the Credential Compliance Plan the Escuela Popular Board has agendized for approval at its 9/18/15, does not remedy the violations identified by the District and fails to demonstrate substantial progress toward compliance." The District took this position on September 17, 2025, despite the fact that the Board policies agendized for approval at the September 18, 2025 meeting had not yet been made public on September 17th. Essentially, the District was expressing disapproval of Escuela Popular Board policies that it had not yet seen.

Escuela Popular's attorney then reached out to the District's attorney requesting feedback on the proposed Board policies for the September 18, 2025 meeting in an effort to recommend any changes needed to make sure the policies were satisfactory to the District. The District's attorney, William Schuetz, refused to provide feedback, stating "The District will need to review the policies before providing any substantive feedback but if the policy re credentialing compliance is a reiteration of the plan identified in

the responses provided on 9/15, then the District's position is that it is not sufficient." Unsure why the District disapproved of the proposed Board policies regarding credentialing compliance—policies which were consistent with the requirements of Education Code section 47605(l)—Escuela Popular's Board adopted the policies at its September 18, 2025 meeting.

On October 2, 2025, the District issued Escuela Popular a "Notice of Deficient Corrective Action Plan" again claiming that Escuela Popular was out of compliance with Education Code section 47605(l), that Escuela Popular's September 15, 2025 Corrective Action Plan was insufficient, and that the District had checked PowerSchool on September 18, 2025 and determined that the schools had credentialing deficiencies. The October 2, 2025 letter indicated disapproval of Escuela Popular's use of Emergency 30-Day Substitute Teachers to fill vacancies while attempting to re-staff courses that the District had identified as misassigned. This is despite the fact that an individual with an Emergency 30-Day Substitute Teaching Permit may legally teach in **any** classroom under California law, as long as the assignment does not last beyond 30 days.

Escuela Popular was at a loss as to how it could re-staff its classes without using substitute teachers to cover the temporary vacancies in the meantime. The schools pressed forward with recruitment, interviews of candidates, and substitute teachers lawfully covering the classes on a temporary basis. Some teachers had valid temporary credentials, such as temporary county certificates, allowing them to legally use credentials for which they had applications pending with the Commission on Teacher Credentialing. Those teachers also remained in their classrooms, as they were lawfully allowed to do, while the courses were being re-staffed.

On October 13, 2025, the District sent Escuela Popular its proposed "Notice of Violation" alleging failure to comply with the credentialing requirements of Education Code 47605(l) and the schools' charters. This Notice of Violation was agendized for the District's October 16, 2025 Board meeting. On October 15, 2025, Escuela Popular Executive Director Patricia Reguerin met with District staff in attempt to update them on the current schedule and credentialing information for both schools. District staff were not interested in learning that new information and elected to present their own data, based on a September 18, 2025 search of PowerSchool, at the October 16, 2025 District Board meeting. District staff has not explained why it chose September 18, 2025—a date **before** the September 29, 2025 rollover date identified in the Corrective Action Plan—as the point in time for its credentialing assessment.

At the October 16, 2025 District Board meeting, the Board of Trustees approved an October 17, 2025 Notice of Violation for both schools. It was clear to the Escuela Popular Board members present that the Board of Trustees did not take the decision to issue the Notice of Violation lightly. It was also clear that the Board expected District staff, Escuela Popular staff, and their respective attorneys, to work together to resolve this dispute before it comes before the Board again.

Unfortunately, despite Escuela Popular's requests to meet with District staff and both parties' attorneys prior to the deadline for Escuela Popular's official written response, the District has refused. Since the October 16, 2025 Board meeting, Escuela Popular has sent multiple e-mails requesting such a meeting. In response, in an e-mail sent October 22, 2025, Associate Superintendent of Educational Services Teresa Marquez stated:

> If you and the Board have questions regarding the content of the Notices of Violation, please send that to us in writing so that the District may respond. At all times, however, the obligation to prepare and submit any response and/or refutation to the Notices rests with EP and must be approved by the EP Board. In short, any response by EP to the Notices must be prepared by EP and authorized by the EP Board.
>
> Once the District receives the EP Board-approved response, District staff will notify you if there are any questions or points for discussion or any other basis for a meeting as to the Notices of Violation, the implementation of your charter petition, and/or next steps. Again, the law and regulations provide that the response is to be done by EP with the express authorization of its Board, and not by the District or through a meeting(s) between the District and EP with counsel present.

We have attached the entirety of Associate Superintendent Marquez's e-mail for reference. Associate Superintendent Marquez's e-mail raises concerns that District staff do not intend to meet with Escuela Popular and both parties' counsel in an effort to resolve this dispute.

For these reasons, an active dispute remains between Escuela Popular and the District. Specifically, the District and Escuela Popular remain in conflict about:

1) The requirements of Education Code section 47605(l) and whether or not credentials such as temporary county certificates, emergency permits, and other temporary documents are allowed, and

2) To the extent the District wants Escuela Popular to implement credentialing requirements above and beyond the legal requirements of Education Code section 47605(l), what exactly would those requirements be, and what is a method of achieving them that would be both agreeable to the district and actually possible for Escuela Popular to implement on timelines set by the District?

Next Steps

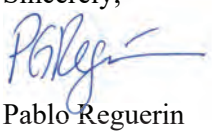
According to Element 14 of the school's charter: "The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement." Please let us know when you or your designee is able to meet with Escuela Popular's Executive Director, or her designee, during the required timeframe.

Should this meeting fail to resolve the dispute, the school's charter provides that "both parties shall identify two Board members from their respective Boards who shall jointly meet with the Superintendent and Executive Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement."

Issuance of this letter was approved by Escuela Popular's Board of Directors at its November 4, 2025 Special Meeting. Escuela Popular's Board is hopeful that this process will result in a productive dialogue that will resolve the District's concerns without needing to escalate further into the charter revocation process.

The parties need to come together to discuss and agree on appropriate solutions for this problem—not because this is what all authorizers need to do, but because it is the right thing to do. Escuela Popular remains eager to resolve the issues outlined in the Notice of Violation to the satisfaction of the District but does need clarity about whether the District expects something more than legal compliance and, if so, what that expectation is, and a reasonable time for implementation.

Sincerely,



Pablo Reguerin
Board Chair
Escuela Popular Board of Directors

Cc: East Side Union High School District Board of Trustees
Patricia Reguerin
William Schuetz, Esq.
Jerry Simmons, Esq.
Ellen Doty, Esq.

4931-4684-4278, v. 3

From:	Marquez, Teresa
To:	Patricia Reguerin
Cc:	Glenn Vander Zee; Berg, Bjorn; preguerin@escuelapopular.org; bgifford@escuelapopular.org; sanjuanaochoa@escuelapopular.org; mmejia@escuelapopular.org; mpreciado@escuelapopular.org; rescobar@escuelapopular.org; ellen.middaugh@sjsu.edu; Phillip Gedeon; Bill Schuetz; Rogelio Ruiz; dtoston@sccoe.org; Jerry W. Simmons; Ellen Doty
Subject:	Re: Notice of Violation Pursuant to Education Code Section 47607 - EPAFLC & EPCTC
Date:	Wednesday, October 22, 2025 5:22:58 PM

Dear Ms. Reguerin,

We have received your October 21, 2025, e-mail.

To clarify, at the October 16 Board meeting the Board took actions to approve the proposed Notices of Violation. The Board's actions did not direct District staff or the District's legal counsel to work with Escuela Popular staff and its attorneys to address and resolve the issues outlined in the notices. At your request, District staff did meet with Escuela Popular (EP) staff on October 15, in advance of the Board meeting and per your request, to discuss EP's questions related to the proposed Notices of Violation. At that time District staff clarified the District's role and obligations as an authorizer and to oversee compliance with the charter petition submitted by EP and approved by the Board. This was reiterated by Superintendent Vander Zee at the October 16 Board meeting, noting that the District's role in this process is as authorizer, that the decisions made by EP and the path towards compliance are to be made by EP as authorized by EP's Governing Board, and that the District's responsibility as authorizer is to review and assess any refutation and/or response for compliance with the law and the approved charter petition.

Per the Education Code and the Code of Regulations, EP's Board, if it chooses to respond, must submit to the District a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation, with supporting evidence. If you and the Board have questions regarding the content of the Notices of Violation, please send that to us in writing so that the District may respond. At all times, however, the obligation to prepare and submit any response and/or refutation to the Notices rests with EP and must be approved by the EP Board. In short, any response by EP to the Notices must be prepared by EP and authorized by the EP Board.

Once the District receives the EP Board-approved response, District staff will notify you if there are any questions or points for discussion or any other basis for a meeting as to the Notices of Violation, the implementation of your charter petition, and/or next steps. Again, the law and regulations provide that the response is to be done by EP with the express authorization of its Board, and not by the District or through a meeting(s) between the District and EP with counsel present.

Finally, thank you for clarifying that the materials presented during the October 16, 2025, Board meeting were not intended to serve as EP's official response to the Notices of Violation. That is contrary to the statement of your attorney in open session at the October 16 Board meeting when he stated: "This is the official charter school response, to be clear." (Board Meeting starting at 1:14:36) Moreover, EP provided binders to each of the Board members and the Superintendent at the October 16 meeting stating:

"We have brought binders with us tonite. We have a copy for each one of you Board members. We have a copy for your staff. It is broken out by individual teacher and you will find each teacher's name and credential, certificate or permit that entitles them to teach in the state of California."

(Board meeting starting at 1:18:58). As noted in previous communication, not all binders provided at the October 16 meeting included identical content.

We look forward to receiving the EP Board-approved response, refutation, etc. and supporting evidence.

Thank you,
Teresa Marquez

Teresa Marquez

East Side Union High School District
Associate Superintendent, Educational Services
(408)347.5170| marquezt@esuhsd.org

Disclaimer: The information contained in this communication is confidential, proprietary, and intended only for the use of the member of the group listed as the recipient of this message. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, copying of this communication, or unauthorized use is strictly prohibited and subject to prosecution to the fullest extent of the law. If you are not the intended recipient, please delete this message and DO NOT ACT UPON, FORWARD, COPY, OR OTHERWISE DISSEMINATE IT OR ITS CONTENTS.

On Tue, Oct 21, 2025 at 5:29 PM Patricia Reguerin <patricia@escuelapopular.org> wrote:

> Dear Superintendent Vander Zee and East Side Union High School District Team,
>
> Thank you for your correspondence dated October 17, 2025, regarding the *Notice of Violation* for Escuela Popular Accelerated Family Learning Center (EPAFLC).
>
> As you may recall, the East Side Union High School District Board directed district staff, along with the District's legal counsel, to work collaboratively with Escuela Popular staff and our attorneys to address and resolve the issues outlined in the notice.
>
> I would like to clarify that the materials presented during the October 16, 2025, Board meeting were not intended to serve as an official response to the Notice of Violation. They were provided to facilitate discussion and support the collaborative process envisioned by the Board.
>
> I have previously submitted two requests to meet with District representatives and counsel to begin this work. While my initial request received a response, my subsequent requests have gone unanswered. This email serves as my third formal request—and second since the October 16 Board meeting—to schedule a meeting as soon as possible with counsel present.

Additionally, I want to express concern regarding the suggestion at the October 16 Board meeting that collaboration might wait until the District's site visit scheduled for Monday, October 27. Waiting until that date would significantly shorten the time available for both the District and the School to work together toward resolution before the remedy deadline of November 17, 2025, as established in the Board's adopted resolution. To ensure a meaningful and good-faith effort to address the identified issues, it is essential that collaboration begin immediately.

Our goal remains to work constructively and in partnership with the District and its counsel to resolve these matters promptly and responsibly. Please provide your earliest availability for a meeting this week.

Thank you for your attention and willingness to work collaboratively.

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Mon, Oct 20, 2025 at 4:01 PM Berg, Bjorn <bergbj@esuhsd.org> wrote:

> Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:
>
> This letter is on behalf of Superintendent Mr. Vander Zee informing you that the East Side Union High School District Board of Trustees unanimously approved issuance of the enclosed Notices of Violation to Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers charter schools at its regular meeting on October 16, 2025. The Notices of Violation, with all relevant documents enclosed as Exhibits, was previously delivered by email and hand delivery to Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors on October 13, 2025. These letters outline to period of time allowed to address each identified violation.

Please reach out if you have any questions or concerns.

Thank you,
Bjorn Berg
Director of Assessment & Accountability
Charter School Oversight
East Side Union High School District
(408) 347-5174

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

Dear Superintendent Vander Zee,

This letter serves to initiate the dispute resolution process pursuant to Required Element N: Dispute Resolution of the current (2018-2023) Charter for Escuela Popular Center for Training and Careers (EPCTC). The Escuela Popular Board of Directors hereby requests that the East Side Union High School District ("District") begin the dispute resolution process outlined in the school's charter, including the mediation and arbitration provisions as needed in order to resolve the dispute.

Nature of the Dispute

Under previous California law, charter schools had greater flexibility in terms of the credentialing for their teachers, compared to conventional public school districts. The law then changed, resulting in new credentialing requirements for charter schools that would render many charter school teachers misassigned. Because of this, a grace period was enacted to give charter schools time to adjust to this change. The grace period ended July 1, 2025.

The District and Escuela Popular had different opinions about how to address this shift. Escuela Popular has always taken pride in its practice of employing its own "homegrown" teachers who started out as students at the school. This practice enables students to be taught by teachers who share their background and are invested in their community. For both schools, Escuela Popular wanted to prioritize lifting up its current, homegrown teaching staff through the use of emergency permits and other temporary credentials while supporting them in the process of completing additional credentialing processes. The District indicated a belief that use of these emergency permits somehow put the school out of compliance with the Education Code, even though California law authorizes the use of documents like emergency permits, temporary county certificates, variable term waivers, and other short-term credentials. For EPCTC in particular, Escuela Popular made the decision to shift the school's ELD program to a primarily Career and Technical Education (CTE) program with English-learning components. To that end, some EPCTC teachers earned CTE credentials so that they could teach those courses.

On July 16, 2025, the District sent Escuela Popular a "Letter of Deficiency" regarding EPCTC teaching staff credentialing. This letter was based on staffing at the school during the 2024-2025 school year—**a time when the grace period was still in effect** before charter schools had to adopt new credentialing practices. The letter also indicated the District's disapproval of the use of CTE teachers to teach any courses at EPCTC, on the grounds that "CTE Pathways" were not included in the school's charter and Escuela Popular needed to complete the material revision process before having CTE classes. The District expressed disapproval of the use of CTE teachers at EPAFLC on the same grounds. Escuela Popular disagreed on this point, both because a material revision of the charter is not ordinarily required before adding a CTE class, and because career development is a central part of the charter for both schools. For example, EPCTC's charter states, "Our school prepares students to attend college or enter the workforce directly into a skilled job," and "College & Career Readiness Standards" are listed in the charter as part of the English Language Development curriculum.

On July 22, 2025, the District issued Escuela Popular a "Notice of Concern" regarding the District's concerns with Escuela Popular's decisions to apply for emergency permits and other temporary

credentials for certain teachers. The letter stated, "It is the District's expectation that for the 2025-26 school year, all EPAFLC and EPCTC teachers will be appropriately credentialed in accordance with Education Code section 47605(l) and their respective Charters." It gave a response deadline for Escuela Popular of August 4, 2025 to provide no fewer than seven different responsive documents, each to include detailed information and explanations about staffing.

On August 1, 2025, Escuela Popular's Executive Director, Patricia Reguerin, e-mailed the District's Coordinator of Charter School Oversight, Phillip Gedeon, stating, "Since receiving the Notice of Concern on July 22, 2025, we have been working diligently to gather and prepare all requested information. We respectfully request an extension until Friday, August 8, 2025, to submit the materials." On August 6, 2025 (after the August 4, 2025 deadline), Mr. Gedeon e-mailed Ms. Reguerin and denied her request for an extension to respond. Escuela Popular then provided some information on August 8, 2025 and additional information on August 11, 2025.

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During the approximately two weeks after the August 29, 2025 charter probation letters, Escuela Popular Staff worked with District staff feedback to craft a detailed Corrective Action Plan. Escuela Popular submitted this to the District on September 15, 2025, along with a letter and documentation attempting to address every item requested in the District's August 29, 2025 letters. The Corrective Action Plan indicated a date of September 29, 2025 by which time Escuela Popular would implement the corrections. For EPCTC, the corrective actions included pivoting mid-school year from the CTE-focused ELD program to an ELD-only program, removing all of the CTE-credentialed teachers from lead teacher assignments at the school. This left a significant number of vacancies because the many ELD courses that EPCTC offers had to be re-staffed. Escuela Popular took this step of pivoting away from the use of CTE teachers **at the direction of the District**. However, taking this step required the use of some Emergency 30-Day Substitute Teachers to cover the ELD courses while the school searched for long-term teachers who could fill those assignments.

On September 17, 2025, the District's Director of Assessment and Accountability for Charter School Oversight, Bjorn Berg, sent Escuela Popular a response to its September 15, 2025 response. This response expressed disapproval of the fact that the documents provided on September 15, 2025 had not been approved at an Escuela Popular Board meeting before September 15, 2025. The response acknowledged that items related to the credentialing concerns were agendized for Board approval at Escuela Popular's September 18, 2025 Board meeting but indicated, without explanation, that "the Credential Compliance Plan the Escuela Popular Board has agendized for approval at its 9/18/15, does not remedy the violations identified by the District and fails to demonstrate substantial progress toward compliance." The District

took this position on September 17, 2025, despite the fact that the Board policies agendized for approval at the September 18, 2025 meeting had not yet been made public on September 17th. Essentially, the District was expressing disapproval of Escuela Popular Board policies that it had not yet seen.

Escuela Popular's attorney then reached out to the District's attorney requesting feedback on the proposed Board policies for the September 18, 2025 meeting in an effort to recommend any changes needed to make sure the policies were satisfactory to the District. The District's attorney, William Schuetz, refused to provide feedback, stating "The District will need to review the policies before providing any substantive feedback but if the policy re credentialing compliance is a reiteration of the plan identified in the responses provided on 9/15, then the District's position is that it is not sufficient." Unsure why the District disapproved of the proposed Board policies regarding credentialing compliance—policies which were consistent with the requirements of Education Code section 47605(l)—Escuela Popular's Board adopted the policies at its September 18, 2025 meeting.

On October 2, 2025, the District issued Escuela Popular a "Notice of Deficient Corrective Action Plan" again claiming that Escuela Popular was out of compliance with Education Code section 47605(l), that Escuela Popular's September 15, 2025 Corrective Action Plan was insufficient, and that the District had checked PowerSchool on September 18, 2025 and determined that the schools had credentialing deficiencies. The October 2, 2025 letter indicated disapproval of Escuela Popular's use of Emergency 30-Day Substitute Teachers to fill vacancies while attempting to re-staff courses that the District had identified as misassigned. This is despite the fact that an individual with an Emergency 30-Day Substitute Teaching Permit may legally teach in **any** classroom under California law, as long as the assignment does not last beyond 30 days.

Escuela Popular was at a loss as to how it could re-staff its classes without using substitute teachers to cover the temporary vacancies in the meantime. The schools pressed forward with recruitment, interviews of candidates, and substitute teachers lawfully covering the classes on a temporary basis. Some teachers had valid temporary credentials, such as temporary county certificates, allowing them to legally use credentials for which they had applications pending with the Commission on Teacher Credentialing. Those teachers also remained in their classrooms, as they were lawfully allowed to do, while the courses were being re-staffed.

On October 13, 2025, the District sent Escuela Popular its proposed "Notice of Violation" alleging failure to comply with the credentialing requirements of Education Code 47605(l) and the schools' charters. This Notice of Violation was agendized for the District's October 16, 2025 Board meeting. On October 15, 2025, Escuela Popular Executive Director Patricia Reguerin met with District staff in attempt to update them on the current schedule and credentialing information for both schools. District staff were not interested in learning that new information and elected to present their own data, based on a September 18, 2025 search of PowerSchool, at the October 16, 2025 District Board meeting. District staff has not explained why it chose September 18, 2025—a date **before** the September 29, 2025 rollover date identified in the Corrective Action Plan—as the point in time for its credentialing assessment.

At the October 16, 2025 District Board meeting, the Board of Trustees approved an October 17, 2025 Notice of Violation for both schools. It was clear to the Escuela Popular Board members present that the Board of Trustees did not take the decision to issue the Notice of Violation lightly. It was also clear that

the Board expected District staff, Escuela Popular staff, and their respective attorneys, to work together to resolve this dispute before it comes before the Board again.

Unfortunately, despite Escuela Popular's requests to meet with District staff and both parties' attorneys prior to the deadline for Escuela Popular's official written response, the District has refused. Since the October 16, 2025 Board meeting, Escuela Popular has sent multiple e-mails requesting such a meeting. In response, in an e-mail sent October 22, 2025, Associate Superintendent of Educational Services Teresa Marquez stated:

> If you and the Board have questions regarding the content of the Notices of Violation, please send that to us in writing so that the District may respond. At all times, however, the obligation to prepare and submit any response and/or refutation to the Notices rests with EP and must be approved by the EP Board. In short, any response by EP to the Notices must be prepared by EP and authorized by the EP Board.
>
> Once the District receives the EP Board-approved response, District staff will notify you if there are any questions or points for discussion or any other basis for a meeting as to the Notices of Violation, the implementation of your charter petition, and/or next steps. Again, the law and regulations provide that the response is to be done by EP with the express authorization of its Board, and not by the District or through a meeting(s) between the District and EP with counsel present.

We have attached the entirety of Associate Superintendent Marquez's e-mail for reference. Associate Superintendent Marquez's e-mail raises concerns that District staff do not intend to meet with Escuela Popular and both parties' counsel in an effort to resolve this dispute.

For these reasons, an active dispute remains between Escuela Popular and the District. Specifically, the District and Escuela Popular remain in conflict about:

1) The requirements of Education Code section 47605(l) and whether or not credentials such as temporary county certificates, emergency permits, and other temporary documents are allowed, and

2) To the extent the District wants Escuela Popular to implement credentialing requirements above and beyond the legal requirements of Education Code section 47605(l), what exactly would those requirements be, and what is a method of achieving them that would be both agreeable to the District and actually possible for Escuela Popular to implement on the timelines requested by the District?

Next Steps

According to Required Element N of the school's charter: "the district shall give the school a reasonable opportunity to cure" violations claimed by the District and "[n]ormally the opportunity to cure shall be 30 days after service of the Notice, which may be extended my mutual agreement." Required Element N also provides that "within 30 days of service of the Notice, the parties shall schedule mediation to resolve the matter with a mutually acceptable mediator. The parties shall mediate in good faith."

Should mediation fail to resolve the dispute, the school's charter provides that "within 60 days of the Notice and in the event that mediation is unsuccessful the dispute shall be referred to a mutually acceptable arbitrator who shall issue a written decision."

Issuance of this letter was approved by Escuela Popular's Board of Directors at its November 4, 2025 Special Meeting. Escuela Popular's Board is hopeful that this process will result in a productive dialogue that will resolve the District's concerns without needing to escalate further into the charter revocation process.

The parties need to come together to discuss and agree on appropriate solutions for this problem—not because this is what all authorizers need to do, but because it is the right thing to do. Escuela Popular remains eager to resolve the issues outlined in the Notice of Violation to the satisfaction of the District but does need clarity about whether the District expects something more than legal compliance and, if so, what that expectation is, and a reasonable time for implementation.

Sincerely,

Pablo Reguerin
Board Chair
Escuela Popular Board of Directors

Cc: East Side Union High School District Board of Trustees
Patricia Reguerin
William Schuetz, Esq.
Jerry Simmons, Esq.
Ellen Doty, Esq.

4916-0366-8086, v. 3

From:	Marquez, Teresa
To:	Patricia Reguerin
Cc:	Glenn Vander Zee; Berg, Bjorn; preguerin@escuelapopular.org; bgifford@escuelapopular.org; sanjuanaochoa@escuelapopular.org; mmejia@escuelapopular.org; mpreciado@escuelapopular.org; rescobar@escuelapopular.org; ellen.middaugh@sjsu.edu; Phillip Gedeon; Bill Schuetz; Rogelio Ruiz; dtoston@sccoe.org; Jerry W. Simmons; Ellen Doty
Subject:	Re: Notice of Violation Pursuant to Education Code Section 47607 - EPAFLC & EPCTC
Date:	Wednesday, October 22, 2025 5:22:58 PM

Dear Ms. Reguerin,

We have received your October 21, 2025, e-mail.

To clarify, at the October 16 Board meeting the Board took actions to approve the proposed Notices of Violation. The Board's actions did not direct District staff or the District's legal counsel to work with Escuela Popular staff and its attorneys to address and resolve the issues outlined in the notices. At your request, District staff did meet with Escuela Popular (EP) staff on October 15, in advance of the Board meeting and per your request, to discuss EP's questions related to the proposed Notices of Violation. At that time District staff clarified the District's role and obligations as an authorizer and to oversee compliance with the charter petition submitted by EP and approved by the Board. This was reiterated by Superintendent Vander Zee at the October 16 Board meeting, noting that the District's role in this process is as authorizer, that the decisions made by EP and the path towards compliance are to be made by EP as authorized by EP's Governing Board, and that the District's responsibility as authorizer is to review and assess any refutation and/or response for compliance with the law and the approved charter petition.

Per the Education Code and the Code of Regulations, EP's Board, if it chooses to respond, must submit to the District a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation, with supporting evidence. If you and the Board have questions regarding the content of the Notices of Violation, please send that to us in writing so that the District may respond. At all times, however, the obligation to prepare and submit any response and/or refutation to the Notices rests with EP and must be approved by the EP Board. In short, any response by EP to the Notices must be prepared by EP and authorized by the EP Board.

Once the District receives the EP Board-approved response, District staff will notify you if there are any questions or points for discussion or any other basis for a meeting as to the Notices of Violation, the implementation of your charter petition, and/or next steps. Again, the law and regulations provide that the response is to be done by EP with the express authorization of its Board, and not by the District or through a meeting(s) between the District and EP with counsel present.

Finally, thank you for clarifying that the materials presented during the October 16, 2025, Board meeting were not intended to serve as EP's official response to the Notices of Violation. That is contrary to the statement of your attorney in open session at the October 16 Board meeting when he stated: "This is the official charter school response, to be clear." (Board Meeting starting at 1:14:36) Moreover, EP provided binders to each of the Board members and the Superintendent at the October 16 meeting stating:

"We have brought binders with us tonite. We have a copy for each one of you Board members. We have a copy for your staff. It is broken out by individual teacher and you will find each teacher's name and credential, certificate or permit that entitles them to teach in the state of California."

(Board meeting starting at 1:18:58). As noted in previous communication, not all binders provided at the October 16 meeting included identical content.

We look forward to receiving the EP Board-approved response, refutation, etc. and supporting evidence.

Thank you,
Teresa Marquez

Teresa Marquez

East Side Union High School District
Associate Superintendent, Educational Services
(408)347.5170| marquezt@esuhsd.org

Disclaimer: The information contained in this communication is confidential, proprietary, and intended only for the use of the member of the group listed as the recipient of this message. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, copying of this communication, or unauthorized use is strictly prohibited and subject to prosecution to the fullest extent of the law. If you are not the intended recipient, please delete this message and DO NOT ACT UPON, FORWARD, COPY, OR OTHERWISE DISSEMINATE IT OR ITS CONTENTS.

On Tue, Oct 21, 2025 at 5:29 PM Patricia Reguerin <patricia@escuelapopular.org> wrote:

> Dear Superintendent Vander Zee and East Side Union High School District Team,
>
> Thank you for your correspondence dated October 17, 2025, regarding the *Notice of Violation* for Escuela Popular Accelerated Family Learning Center (EPAFLC).
>
> As you may recall, the East Side Union High School District Board directed district staff, along with the District's legal counsel, to work collaboratively with Escuela Popular staff and our attorneys to address and resolve the issues outlined in the notice.
>
> I would like to clarify that the materials presented during the October 16, 2025, Board meeting were not intended to serve as an official response to the Notice of Violation. They were provided to facilitate discussion and support the collaborative process envisioned by the Board.
>
> I have previously submitted two requests to meet with District representatives and counsel to begin this work. While my initial request received a response, my subsequent requests have gone unanswered. This email serves as my third formal request—and second since the October 16 Board meeting—to schedule a meeting as soon as possible with counsel present.

Additionally, I want to express concern regarding the suggestion at the October 16 Board meeting that collaboration might wait until the District's site visit scheduled for Monday, October 27. Waiting until that date would significantly shorten the time available for both the District and the School to work together toward resolution before the remedy deadline of November 17, 2025, as established in the Board's adopted resolution. To ensure a meaningful and good-faith effort to address the identified issues, it is essential that collaboration begin immediately.

Our goal remains to work constructively and in partnership with the District and its counsel to resolve these matters promptly and responsibly. Please provide your earliest availability for a meeting this week.

Thank you for your attention and willingness to work collaboratively.

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

This email was sent by an educator or team member at Escuela Popular. This email and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this email or any attachment is prohibited. If you have received this email in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

On Mon, Oct 20, 2025 at 4:01 PM Berg, Bjorn <bergbj@esuhsd.org> wrote:

> Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:
>
> This letter is on behalf of Superintendent Mr. Vander Zee informing you that the East Side Union High School District Board of Trustees unanimously approved issuance of the enclosed Notices of Violation to Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers charter schools at its regular meeting on October 16, 2025. The Notices of Violation, with all relevant documents enclosed as Exhibits, was previously delivered by email and hand delivery to Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors on October 13, 2025. These letters outline to period of time allowed to address each identified violation.

Please reach out if you have any questions or concerns.

Thank you,
Bjorn Berg
Director of Assessment & Accountability
Charter School Oversight
East Side Union High School District
(408) 347-5174

EXHIBIT “K”

High School PE Teacher - Champion Student Wellness & Lifelong Fitness (AM Shift)

On-site · Full time

San Jose, California, United States

Description

Share this job

Job Title: High School PE Teacher - Champion Student Wellness & Lifelong Fitness

Location: 149 N. White Rd, San Jose, CA 95127
Schedule: Full-Time (2:30 PM – 11:00 PM)
FLSA Status: Exempt

Build Health, Confidence, and Community Through Movement

At Escuela Popular, we believe a great education nurtures the whole person—mind, body, and spirit. Founded in 1986 as a grassroots community school, we've grown to serve over 800 students, proudly fostering a dual-language, culturally relevant learning environment. Our unique PM Program provides a flexible and supportive pathway for nontraditional students, including working adults, to achieve their high school diploma.

We are looking for a dynamic Physical Education Teacher who sees PE not just as a class, but as a vital tool for building lifelong health, resilience, and community. If you are passionate about empowering students of all ages and backgrounds through movement, this is your chance to make a profound impact.

Your Role: Inspire a Lifelong Love of Fitness

As a PE Teacher in our evening High School PM Program, you will do more than lead exercises; you will create a welcoming and energetic space where students—many of whom are balancing school, work, and family—can build confidence, reduce stress, and develop healthy habits that last a lifetime.

You will be a key member of a dedicated team, designing a PE curriculum that is accessible, engaging, and transformative for both young adult and adult learners.

EP-206

Key Responsibilities

- **Design Dynamic Curriculum:** Develop and deliver innovative, standards-based (CA Content Standards) PE lessons that promote physical fitness, teamwork, sportsmanship, and personal well-being.
- **Foster an Inclusive Environment:** Create a safe, supportive, and positive atmosphere where every student, regardless of their fitness level or background, feels encouraged and capable of success.
- **Champion Holistic Wellness:** Collaborate with faculty to integrate principles of nutrition, mental health, and lifelong wellness into the broader student experience.
- **Empower Student Growth:** Provide constructive feedback and track student progress, celebrating milestones in physical and personal development.
- **Be a Community Partner:** Actively participate in evening program activities, staff meetings, and professional development, fully embracing your role on our close-knit PM team.

Requirements

Who You Are

You Must Have:

- A valid California Single Subject Teaching Credential in Physical Education with CLAD Authorization.
- Commitment to the full-time morning shift. (8:00 AM – 4:30 PM)
- Two current letters of recommendation.

You're the Perfect Fit If You:

- Have experience working with high school and/or adult learners and are bilingual in English and Spanish.
- Excel at using culturally responsive and trauma-informed practices to connect with and manage a diverse classroom.
- Believe that parents and families are essential partners in a student's education.
- Are a resilient, compassionate educator with a "no-excuses" attitude toward student success.
- Are a reflective practitioner, constantly using data and feedback to improve your instruction and student engagement.
- Are passionate about building an extraordinary, vibrant learning environment that extends beyond the gym walls.

Benefits

At Escuela Popular, we support our educators as passionately as they support our students. We believe that great teaching starts with great support. Our educators thrive in a warm, collaborative environment that values connection, creativity, and excellence. With small class sizes, teachers are able to build meaningful relationships with students and tailor instruction to meet individual needs. If you're looking for a school culture rooted in community, growth, and purpose, this is the place to make a lasting impact.

Make a Tangible Impact: See the direct results of your work in the lives of motivated students who are investing in their future against the odds.

Be Valued & Supported:

- **Competitive Compensation & Benefits:** We offer a competitive salary and a comprehensive benefits package including medical, dental, vision, and life insurance.
- **Grow Your Craft:** Participate in meaningful professional development tailored to your goals and our community's needs.
- **Join a Mission-Driven Family:** Become part of a tight-knit, collaborative team that shares a deep commitment to educational equity and student empowerment.

Ready to Lead with Energy and Heart?

If you are ready to inspire wellness and build community in a uniquely supportive environment, we encourage you to apply.

Apply for this job

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EP-208

High School PE Teacher - Champion Student Wellness & Lifelong Fitness (PM Shift)

On-site · Full time

San Jose, California, United States

OVERVIEW APPLICATION

Description

Share this job

Job Title: High School PE Teacher - Champion Student Wellness & Lifelong Fitness

Build Health, Confidence, and Community Through Movement

At Escuela Popular, we believe a great education nurtures the whole person—mind, body, and spirit. Founded in 1986 as a grassroots community school, we've grown to serve over 800 students, proudly fostering a dual-language, culturally relevant learning environment. Our unique PM Program provides a flexible and supportive pathway for nontraditional students, including working adults, to achieve their high school diploma.

We are looking for a dynamic Physical Education Teacher who sees PE not just as a class, but as a vital tool for building lifelong health, resilience, and community. If you are passionate about empowering students of all ages and backgrounds through movement, this is your chance to make a profound impact.

Your Role: Inspire a Lifelong Love of Fitness

As a PE Teacher in our evening High School PM Program, you will do more than lead exercises; you will create a welcoming and energetic space where students—many of whom are balancing school, work, and family—can build confidence, reduce stress, and develop healthy habits that last a lifetime.

You will be a key member of a dedicated team, designing a PE curriculum that is accessible, engaging, and transformative for both young adult and adult learners.

Key Responsibilities

- **Design Dynamic Curriculum:** Develop and deliver innovative, standards-based (CA Content Standards) PE lessons that promote physical fitness, teamwork,

EP-209

sportsmanship, and personal well-being.
- **Foster an Inclusive Environment:** Create a safe, supportive, and positive atmosphere where every student, regardless of their fitness level or background, feels encouraged and capable of success.
- **Champion Holistic Wellness:** Collaborate with faculty to integrate principles of nutrition, mental health, and lifelong wellness into the broader student experience.
- **Empower Student Growth:** Provide constructive feedback and track student progress, celebrating milestones in physical and personal development.
- **Be a Community Partner:** Actively participate in evening program activities, staff meetings, and professional development, fully embracing your role on our close-knit PM team.

Requirements

Who You Are

You Must Have:

- A valid California Single Subject Teaching Credential in Physical Education with CLAD Authorization.
- Commitment to the full-time evening schedule (2:30 PM - 11:00 PM).
- Two current letters of recommendation.

You're the Perfect Fit If You:

- Have experience working with high school and/or adult learners and are bilingual in English and Spanish.
- Excel at using culturally responsive and trauma-informed practices to connect with and manage a diverse classroom.
- Believe that parents and families are essential partners in a student's education.
- Are a resilient, compassionate educator with a "no-excuses" attitude toward student success.
- Are a reflective practitioner, constantly using data and feedback to improve your instruction and student engagement.
- Are passionate about building an extraordinary, vibrant learning environment that extends beyond the gym walls.

Benefits

Why You'll Love Being Part of Our Team

At Escuela Popular, we support our educators as passionately as they support our students. We believe that great teaching starts with great support. Our educators thrive

EP-210

in a warm, collaborative environment that values connection, creativity, and excellence. With small class sizes, teachers are able to build meaningful relationships with students and tailor instruction to meet individual needs. If you're looking for a school culture rooted in community, growth, and purpose, this is the place to make a lasting impact.

Make a Tangible Impact: See the direct results of your work in the lives of motivated students who are investing in their future against the odds.

Be Valued & Supported:

- **Competitive Compensation & Benefits:** We offer a competitive salary and a comprehensive benefits package including medical, dental, vision, and life insurance.
- **Grow Your Craft:** Participate in meaningful professional development tailored to your goals and our community's needs.
- **Join a Mission-Driven Family:** Become part of a tight-knit, collaborative team that shares a deep commitment to educational equity and student empowerment.

Ready to Lead with Energy and Heart?

If you are ready to inspire wellness and build community in a uniquely supportive environment, we encourage you to apply.

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EP-211

High School Teacher (English Language Development)

On-site · Full time

San Jose, California, United States

OVERVIEW APPLICATION

Description

Share this job

Job Title: High School ELD Teacher (English Language Development) - Inspire Adult & Young Adult Learners

Shape Futures, Empower Communities: Teach with Purpose at Escuela Popular

At Escuela Popular, we do more than teach English—we unlock potential. As a cornerstone of the San Jose community, we are a bilingual, bicultural charter school dedicated to empowering students and families through education. We believe in meeting learners where they are, whether they are adults balancing work and family or young adults building their future.

If you are an educator driven by mission and looking to make a tangible difference, this is your opportunity.

Your Impact: The Role

We are seeking passionate and innovative High School Teachers to deliver transformative English Language Development (ELD) instruction within our unique adult program (grades 9-12). You will be the key to helping motivated multilingual learners achieve their academic, professional, and personal goals.

We welcome applications from dedicated full-time teachers, part-time specialists, and retired educators eager to share their expertise in a flexible, supportive environment.

Choose a Schedule That Works for You:

- **Full-Time (Exempt):** 8:00 AM – 4:30 PM *or* 2:30 PM – 11:00 PM
- **Part-Time (Nonexempt):** We offer a variety of shifts, including 9:30 AM – 2:00 PM, 4:00 PM – 8:00 PM, 5:00 PM – 9:00 PM, 6:00 PM – 10:00 PM, and 7:30 PM – 11:00 PM.

EP-212

What You'll Do

- **Design & Deliver:** Craft and facilitate rigorous, standards-aligned ELD lessons that build true proficiency in reading, writing, listening, and speaking.
- **Inspire Engagement:** Create a dynamic and inclusive classroom culture that fosters critical thinking, academic confidence, and a love for learning.
- **Empower Every Student:** Provide differentiated instruction and social-emotional support to meet the diverse needs of your learners.
- **Collaborate & Grow:** Work alongside a dedicated team, participate in meaningful professional development, and contribute to our school's vibrant community.
- **Build Partnerships:** Maintain clear, consistent communication with students, staff, and families to champion student success.

Requirements

You Must Have:

- A valid California Multiple Subject or Single Subject Teaching Credential with EL/CLAD or BCLAD Authorization.
- Two current letters of recommendation.

You'll Be a Great Fit If You Are:

- **Experienced & Skilled:** You have experience working with high school and/or adult learners and are bilingual in Spanish and English.
- **A Culturally Responsive Educator:** You excel in classroom management and use culturally sustaining practices to connect with students.
- **Mission-Driven & Resilient:** You possess a "no-excuses" attitude, deep compassion, and a relentless belief in every student's potential.
- **A Collaborative Innovator:** You are data-informed, reflective in your practice, and constantly seek new ways to grow and improve.
- **A Community Builder:** You are passionate about creating an extraordinary classroom environment and value the role of family engagement.

Benefits

Why You'll Love Teaching Here

At Escuela Popular, we invest in our educators because they are the heart of our mission.

We Support You & Your Family:

EP-213

- **Free On-Site Childcare:** For both staff and students, because we know family comes first.
- **Comprehensive Benefits:** Medical, dental, vision, and life insurance for employees working 6+ hours per day.
- **Financial Wellbeing:** Competitive compensation, structured as a salary for full-time and an hourly rate for part-time roles, commensurate with experience.
- **Time to Recharge:** Generous paid sick leave.

We Foster Your Growth:

- **Classroom Support:** Collaborate with a dedicated paraprofessional to maximize your impact.
- **Continuous Learning:** Engage in ongoing, relevant professional development to refine your pedagogy.
- **A True Team:** Join a supportive, collaborative community where your voice is heard and your contributions are valued.

Ready to Join Us?

If you are ready to inspire a classroom of determined students and become part of a school that feels like family, we encourage you to apply.

Apply for this job

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EP-214

Middle School Science Teacher (Grades 6-8)

On-site · Full time

San Jose, California, United States

OVERVIEW APPLICATION

Description

Share this job

Job Title: Middle School Science Teacher (Grades 6-8) - Ignite Curiosity in a Dual-Language Environment

Location: 149 N. White Rd, San Jose, CA 95127
FLSA Status: Exempt

Launch a Future of Discovery at a School That Roots for You

At Escuela Popular, we don't just teach science—we cultivate the next generation of critical thinkers, problem-solvers, and innovators. Founded in 1986 as a grassroots community school, we have grown into a vibrant, culturally-rich charter school serving over 800 students in East San Jose. Our unique Two-Way Dual Language Immersion program celebrates bilingualism as a superpower, creating a learning environment where student identity is honored and academic excellence thrives.

We are seeking a dynamic Middle School Science Teacher who is ready to create a classroom where curiosity is king, hypotheses are tested, and every student sees themselves as a scientist.

Your Mission: Transform the Science Classroom into a Lab of Possibilities

In this role, you will be more than a teacher; you will be a facilitator of wonder. You'll design hands-on, inquiry-based experiences that make science relevant and exhilarating for our grades 6-8 students. As a key member of our collaborative team, you will empower students to ask tough questions, explore the world around them, and build the academic foundation for lifelong success.

What You'll Do

EP-215

- **Design Engaging Curriculum:** Develop and deliver rigorous, standards-aligned, and culturally responsive science lessons that spark curiosity and critical thinking.
- **Lead with Hands-On Learning:** Foster a love of science through labs, experiments, project-based learning, and real-world applications.
- **Champion Every Student:** Use differentiated instruction and formative data to meet the diverse needs of all learners and ensure no one is left behind.
- **Build a Thriving Classroom Community:** Create a safe, inclusive, and respectful environment where students feel empowered to take intellectual risks.
- **Partner for Success:** Maintain strong, proactive communication with families and actively collaborate with colleagues to support school-wide goals.
- **Grow as an Educator:** Engage in professional learning communities, school events, and ongoing professional development to continuously refine your practice.

Requirements

Who We're Looking For

You Must Have:

- A Bachelor's degree in Science, Education, or a related field.
- A valid California Single Subject Teaching Credential in Science.
- Two current letters of recommendation.

You'll Be a Perfect Fit If You:

- Hold a Bilingual Authorization (BCLAD/EL) and are fluent in Spanish and English.
- Have at least one year of teaching experience, preferably in a diverse or dual-language setting.
- Believe that science is a dynamic, hands-on subject and you can't wait to get students experimenting.
- Are a reflective practitioner who uses data to drive instruction and possesses a relentless growth mindset.
- Build strong, authentic relationships with students, families, and colleagues.
- Are culturally competent and deeply believe in the power of bilingual education and educational equity

Benefits

Why You'll Love Teaching Here

At Escuela Popular, We believe that great teaching starts with great support. Our educators thrive in a warm, collaborative environment that values connection, creativity, and excellence. With small class sizes, teachers are able to build meaningful

EP-216

relationships with students and tailor instruction to meet individual needs. If you're looking for a school culture rooted in community, growth, and purpose, this is the place to make a lasting impact.

We Offer:

- **A Competitive Salary:** Starting at **$60,628**, commensurate with your experience and expertise.
- **Comprehensive Benefits:** Full medical, dental, vision, and life insurance coverage.
- **Time to Recharge:** Generous paid sick leave and holiday schedules.
- **Investment in You:** Ongoing, high-quality professional development tailored to your growth.
- **A Supportive Culture:** Join a mission-driven, collaborative team that feels like family. We support each other to ensure both our students and our staff thrive.

Ready to Inspire the Next Generation of Scientists?

If you are an educator who is passionate about making science come alive and believes in the transformative power of a bilingual education, we can't wait to hear from you.

Apply for this job

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EP-217

EXHIBIT “L”

West's Annotated California Codes
Education Code (Refs & Annos)
Title 2. Elementary and Secondary Education (Refs & Annos)
Division 4. Instruction and Services (Refs & Annos)
Part 26.8. Charter Schools (Refs & Annos)
Chapter 2. Establishment of Charter Schools (Refs & Annos)

West's Ann.Cal.Educ.Code § 47605

§ 47605. Petition for establishment of charter school within school district; procedures for submission, review, and approval or denial; standards and assessments; admission policies and employment practices; supervisorial and oversight responsibilities; petition for renewal; teacher credentials; financial audit report

Currentness

(a)(1) Except as set forth in paragraph (2), a petition for the establishment of a charter school within a school district may be circulated by one or more persons seeking to establish the charter school. A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district. A charter school may propose to operate at multiple sites within the school district if each location is identified in the charter school petition. The petition may be submitted to the governing board of the school district for review after either of the following conditions is met:

(A) The petition is signed by a number of parents or legal guardians of pupils that is equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the charter school for its first year of operation.

(B) The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the charter school during its first year of operation.

(2) A petition that proposes to convert an existing public school to a charter school that would not be eligible for a loan pursuant to subdivision (c) of Section 41365 may be circulated by one or more persons seeking to establish the charter school. The petition may be submitted to the governing board of the school district for review after the petition is signed by not less than 50 percent of the permanent status teachers currently employed at the public school to be converted.

(3) A petition shall include a prominent statement that a signature on the petition means that the parent or legal guardian is meaningfully interested in having their child or ward attend the charter school, or in the case of a teacher's signature, means that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition.

(4) After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels. The chartering authority shall consider whether to approve those additional locations or grade levels at an open, public meeting. If the additional locations or grade levels are approved pursuant to the standards and criteria described in subdivision (c), they shall be a material revision to the charter school's charter.

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(5)(A) A charter school that established one site outside the boundaries of the school district, but within the county in which that school district is located before January 1, 2020, may continue to operate that site until the charter school submits a request for the renewal of its charter petition. To continue operating the site, the charter school shall do either of the following:

(i) First, before submitting the request for the renewal of the charter petition, obtain approval in writing from the school district where the site is operating.

(ii) Submit a request for the renewal of the charter petition pursuant to Section 47607 to the school district in which the charter school is located.

(B) If a Presidential declaration of a major disaster or emergency is issued in accordance with the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. Sec. 5121 et seq.) for an area in which a charter schoolsite is located and operating, the charter school, for not more than five years, may relocate that site outside the area subject to the Presidential declaration if the charter school first obtains the written approval of the school district where the site is being relocated to.

(C) Notwithstanding subparagraph (A), if a charter school was relocated from December 31, 2016, to December 31, 2019, inclusive, due to a Presidential declaration of a major disaster or emergency in accordance with the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. Sec. 5121 et seq.), that charter school shall be allowed to return to its original campus location in perpetuity.

(D)(i) A charter school in operation and providing educational services to pupils before October 1, 2019, located on a federally recognized California Indian reservation or rancheria or operated by a federally recognized California Indian tribe shall be exempt from the geographic restrictions of paragraph (1) and subparagraph (A) of this paragraph and the geographic restrictions of subdivision (a) of Section 47605.1.

(ii) The exemption to the geographic restrictions of subdivision (a) of Section 47605.1 in clause (i) does not apply to nonclassroom-based charter schools operating pursuant to Section 47612.5.

(E) The department shall regard as a continuing charter school for all purposes a charter school that was granted approval of its petition, that was providing educational services to pupils before October 1, 2019, and is authorized by a different chartering authority due to changes to this paragraph that took effect January 1, 2020. This paragraph shall be implemented only to the extent it does not conflict with federal law. In order to prevent any potential conflict with federal law, this paragraph does not apply to covered programs as identified in Section 8101(11) of the federal Elementary and Secondary Education Act of 1965 (20 U.S.C. Sec. 7801) to the extent the affected charter school is the restructured portion of a divided charter school pursuant to Section 47654.

(6) Commencing January 1, 2003, a petition to establish a charter school shall not be approved to serve pupils in a grade level that is not served by the school district of the governing board considering the petition, unless the petition proposes to serve pupils in all of the grade levels served by that school district.

(b) No later than 60 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider

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the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 90 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension. A petition is deemed received by the governing board of the school district for purposes of commencing the timelines described in this subdivision on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. The governing board of the school district shall publish all staff recommendations, including the recommended findings and, if applicable, the certification from the county superintendent of schools prepared pursuant to paragraph (8) of subdivision (c), regarding the petition at least 15 days before the public hearing at which the governing board of the school district will either grant or deny the charter. At the public hearing at which the governing board of the school district will either grant or deny the charter, petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings.

(c) In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The governing board of the school district shall consider the academic needs of the pupils the school proposes to serve. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

(2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

(3) The petition does not contain the number of signatures required by subdivision (a).

(4) The petition does not contain an affirmation of each of the conditions described in subdivision (e).

(5) The petition does not contain reasonably comprehensive descriptions of all of the following:

(A)(i) The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

(ii) The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

(iii) If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.

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Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A to G" admissions criteria may be considered to meet college entrance requirements.

(B) The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.

(C) The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(D) The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.

(E) The qualifications to be met by individuals to be employed by the charter school.

(F) The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3.

(G) The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), [1] on the balance of pupils with disabilities at the charter school.

(H) Admission policies and procedures, consistent with subdivision (e).

(I) The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

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(J) The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

(K) The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

(L) The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

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(M) The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

(N) The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.

(O) The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.

(6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

(7) The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding under this paragraph shall detail specific facts and circumstances that analyze and consider the following factors:

(A) The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings.

(B) Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate.

(8) The school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district satisfies this paragraph if it has a qualified interim certification pursuant to Section 42131 and the county superintendent of schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the school district having a negative interim certification pursuant to Section 42131, has a negative interim certification pursuant to Section 42131, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.

(d)(1) Charter schools shall meet all statewide standards and conduct the pupil assessments required pursuant to Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

(2) Charter schools shall, on a regular basis, consult with their parents, legal guardians, and teachers regarding the charter school's educational programs.

(e)(1) In addition to any other requirement imposed under this part, a charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Section 220. Except as provided in paragraph (2), admission to a charter school

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shall not be determined according to the place of residence of the pupil, or of that pupil's parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school.

(2)(A) A charter school shall admit all pupils who wish to attend the charter school.

(B) If the number of pupils who wish to attend the charter school exceeds the charter school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference shall be determined in the charter petition in accordance with all of the following:

(i) Each type of preference shall be approved by the chartering authority at a public hearing.

(ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.

(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.

(iv) In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

(C) In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the charter school and shall not take any action to impede the charter school from expanding enrollment to meet pupil demand.

(3) If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the charter school within 30 days if the charter school demonstrates that the pupil had been enrolled in the charter school. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Section 48200.

(4)(A) A charter school shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2).

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(B) A charter school shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment.

(C) A charter school shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2). This subparagraph shall not apply to actions taken by a charter school pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (c).

(D) The department shall develop a notice of the requirements of this paragraph. This notice shall be posted on a charter school's internet website. A charter school shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times:

(i) When a parent, guardian, or pupil inquires about enrollment.

(ii) Before conducting an enrollment lottery.

(iii) Before disenrollment of a pupil.

(E)(i) A person who suspects that a charter school has violated this paragraph may file a complaint with the chartering authority.

(ii) The department shall develop a template to be used for filing complaints pursuant to clause (i).

(5) Notwithstanding any other law, a charter school in operation as of July 1, 2019, that operates in partnership with the California National Guard may dismiss a pupil from the charter school for failing to maintain the minimum standards of conduct required by the Military Department.

(f) The governing board of a school district shall not require an employee of the school district to be employed in a charter school.

(g) The governing board of a school district shall not require a pupil enrolled in the school district to attend a charter school.

(h) The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the charter school, including, but not limited to, the facilities to be used by the charter school, the manner in which administrative services of the charter school are to be provided, and potential civil liability effects, if any, upon the charter school and upon the school district. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. If the school is to be operated by, or as, a nonprofit public benefit corporation, the petitioner shall provide the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school.

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(i) In reviewing petitions for the establishment of charter schools within the school district, the governing board of the school district shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to pupils identified by the petitioner or petitioners as academically low achieving pursuant to the standards established by the department under Section 54032, as that section read before July 19, 2006.

(j) Upon the approval of the petition by the governing board of the school district, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the applicable county superintendent of schools, the department, and the state board.

(k)(1)(A)(i) If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education. The petitioner shall submit the petition to the county board of education within 30 days of a denial by the governing board of the school district. At the same time the petition is submitted to the county board of education, the petitioner shall also provide a copy of the petition to the school district. The county board of education shall review the petition pursuant to subdivisions (b) and (c). If the petition submitted on appeal contains new or different material terms, the county board of education shall immediately remand the petition to the governing board of the school district for reconsideration, which shall grant or deny the petition within 30 days. If the governing board of the school district denies a petition after reconsideration, the petitioner may elect to resubmit the petition for the establishment of a charter school to the county board of education.

(ii) The county board of education shall review the appeal petition pursuant to subdivision (c). If the denial of the petition was made pursuant to paragraph (8) of subdivision (c), the county board of education shall also review the school district's findings pursuant to paragraph (8) of subdivision (c).

(iii) As used in this subdivision, “material terms” of the petition means the signatures, affirmations, disclosures, documents, and descriptions described in subdivisions (a), (b), (c), and (h), but shall not include minor administrative updates to the petition or related documents due to changes in circumstances based on the passage of time related to fiscal affairs, facilities arrangements, or state law, or to reflect the county board of education as the chartering authority.

(B) If the governing board of a school district denies a petition and the county board of education has jurisdiction over a single school district, the petitioner may elect to submit the petition for the establishment of a charter school to the state board. The state board shall review a petition submitted pursuant to this subparagraph pursuant to subdivision (c). If the denial of a charter petition is reversed by the state board pursuant to this subparagraph, the state board shall designate the governing board of the school district in which the charter school is located as the chartering authority.

(2) If the county board of education denies a petition, the petitioner may appeal that denial to the state board.

(A) The petitioner shall submit the petition to the state board within 30 days of a denial by the county board of education. The petitioner shall include the findings and documentary record from the governing board of the school district and the county board of education and a written submission detailing, with specific citations to the documentary record, how the governing board of the school district and the county board of education abused their discretion. The governing board of the school district and county board of education shall prepare the documentary record, including transcripts of the public hearing at which the governing board of the school district and county board of education denied the charter, at the request of the petitioner. The documentary record shall be prepared by the governing board of the school district and county board of education no later than

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10 business days after the request of the petitioner is made. At the same time the petition and supporting documentation is submitted to the state board, the petitioner shall also provide a copy of the petition and supporting documentation to the school district and the county board of education.

(B) If the appeal contains new or different material terms, as defined in clause (iii) of subparagraph (A) of paragraph (1), the state board shall immediately remand the petition to the governing board of the school district to which the petition was submitted for reconsideration. The governing board of the school district shall grant or deny the petition within 30 days. If the governing board of the school district denies a petition after reconsideration, the petitioner may elect to resubmit the petition to the state board.

(C) Within 30 days of receipt of the appeal submitted to the state board, the governing board of the school district or county board of education may submit a written opposition to the state board detailing, with specific citations to the documentary record, how the governing board of the school district or the county board of education did not abuse its discretion in denying the petition. The governing board of the school district or the county board of education may submit supporting documentation or evidence from the documentary record that was considered by the governing board of the school district or the county board of education.

(D) The state board's Advisory Commission on Charter Schools shall hold a public hearing to review the appeal and documentary record. Based on its review, the Advisory Commission on Charter Schools shall submit a recommendation to the state board whether there is sufficient evidence to hear the appeal or to summarily deny review of the appeal based on the documentary record. If the Advisory Commission on Charter Schools does not submit a recommendation to the state board, the state board shall consider the appeal, and shall either hear the appeal or summarily deny review of the appeal based on the documentary record at a regular public meeting of the state board.

(E) The state board shall either hear the appeal or summarily deny review of the appeal based on the documentary record. If the state board hears the appeal, the state board may affirm the determination of the governing board of the school district or the county board of education, or both of those determinations, or may reverse only upon a determination that there was an abuse of discretion by both the governing board of the school district and the county board of education. Abuse of discretion is the most deferential standard of review, under which the state board must give deference to the decisions of the governing board of the school district and the county board of education to deny the petition. If the denial of a charter petition is reversed by the state board, the state board shall designate, in consultation with the petitioner, either the governing board of the school district or the county board of education in which the charter school is located as the chartering authority.

(3) A charter school for which a charter is granted by either the county board of education or the state board based on an appeal pursuant to this subdivision shall qualify fully as a charter school for all funding and other purposes of this part.

(4) A charter school that receives approval of its petition from a county board of education or from the state board on appeal shall be subject to the same requirements concerning geographic location to which it would otherwise be subject if it received approval from the chartering authority to which it originally submitted its petition. A charter petition that is submitted to either a county board of education or to the state board shall meet all otherwise applicable petition requirements, including the identification of the proposed site or sites where the charter school will operate.

(5) Upon the approval of the petition by the county board of education, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the governing board of the school district in which the charter school is located, the department, and the state board.

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(6) If either the county board of education or the state board fails to act on a petition within 180 days of receipt, the decision of the governing board of the school district to deny the petition shall be subject to judicial review.

(*l*)(1) Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority. A governing body of a direct-funded charter school may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. A charter school shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.

(2) By July 1, 2020, all teachers in charter schools shall obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Sections 44339, 44340, and 44341.

(3) The Commission on Teacher Credentialing shall include in the bulletins it issues pursuant to subdivision (k) of Section 44237 to provide notification to local educational agencies of any adverse actions taken against the holders of any commission documents, notice of any adverse actions taken against teachers employed by charter schools, and shall make this bulletin available to all chartering authorities and charter schools in the same manner in which it is made available to local educational agencies.

(m) A charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year. This subdivision does not apply if the audit of the charter school is encompassed in the audit of the chartering authority pursuant to Section 41020.

(n) A charter school may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school.

(*o*) The requirements of this section shall not be waived by the state board pursuant to Section 33050 or any other law.

Credits

(Added by Stats.1992, c. 781 (S.B.1448), § 1. Amended by Stats.1993, c. 589 (A.B.2211), § 45; Stats.1996, c. 786 (A.B.3384), § 3; Stats.1998, c. 34 (A.B.544), § 6; Stats.1998, c. 673, (A.B.2417), § 2; Stats.1999, c. 828 (A.B.631), § 1; Stats.2000, c. 580 (A.B.2659), § 4; Stats.2001, c. 344 (S.B.675), § 1; Stats.2001, c. 892 (S.B.740), § 1.5; Stats.2002, c. 209 (S.B.1709), § 1; Stats.2002, c. 1058 (A.B.1994), § 6; Stats.2005, c. 543 (A.B.1610), § 2; Stats.2007, c. 569 (S.B.777), § 27; Stats.2008, c. 179 (S.B.1498), § 46; Stats.2012, c. 576 (S.B.1290), § 1; Stats.2013, c. 47 (A.B.97), § 76, eff. July 1, 2013; Stats.2015, c. 303 (A.B.731), § 95, eff. Jan. 1, 2016; Stats.2017, c. 641 (A.B.830), § 6, eff. Jan. 1, 2018; Stats.2017, c. 760 (A.B.1360), § 2.5, eff. Jan. 1, 2018; Stats.2018, c. 806 (A.B.1747), § 5, eff. Jan. 1, 2019; Stats.2019, c. 51 (S.B.75), § 30, eff. July 1, 2019; Stats.2019, c. 486 (A.B.1505), § 2, eff. Jan. 1, 2020, operative July 1, 2020; Stats.2019, c. 487 (A.B.1507), § 1, eff. Jan. 1, 2020; Stats.2019, c. 543 (A.B.1595), § 3.2, eff. Jan. 1, 2020; Stats.2019, c. 543 (A.B.1595), § 3.3, eff. Jan. 1, 2020, operative July 1, 2020; Stats.2020, c. 370 (S.B.1371), § 67, eff. Jan. 1, 2021; Stats.2020, c. 24 (S.B.98), § 43, eff. June 29, 2020, operative July

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1, 2020; Stats.2022, c. 400 (A.B.740), § 1, eff. Jan. 1, 2023; Stats.2023, c. 131 (A.B.1754), § 34, eff. Jan. 1, 2024; Stats.2023, c. 48 (S.B.114), § 41, eff. July 10, 2023; Stats.2023, c. 626 (S.B.671), § 2, eff. Jan. 1, 2024; Stats.2023, c. 856 (S.B.10), § 3.2, eff. Jan. 1, 2024; Stats.2024, c. 419 (A.B.2887), § 4, eff. Jan. 1, 2025; Stats.2024, c. 530 (A.B.1858), § 4.5, eff. Jan. 1, 2025; Stats.2025, c. 124 (S.B.98), § 4, eff. Sept. 20, 2025.)

Footnotes

1 For public law sections classified to the U.S.C.A., see USCA-Tables.

West's Ann. Cal. Educ. Code § 47605, CA EDUC § 47605
Current with urgency legislation through Ch. 764 of 2025 Reg.Sess., and Governor's Reorganization Plan No. 1 of 2025. Some statute sections may be more current, see credits for details.

End of Document

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EXHIBIT “M”

West's Annotated California Codes
Education Code (Refs & Annos)
Title 2. Elementary and Secondary Education (Refs & Annos)
Division 4. Instruction and Services (Refs & Annos)
Part 26.8. Charter Schools (Refs & Annos)
Chapter 2. Establishment of Charter Schools (Refs & Annos)

West's Ann.Cal.Educ.Code § 47607

§ 47607. Term of charter; renewals and material revisions of charter; considerations and criteria; revocation; appeal procedure

Currentness

(a)(1) A charter may be granted pursuant to Sections 47605, 47605.5, 47605.6, and 47606 for a period not to exceed five years.

(2) A chartering authority may grant one or more subsequent renewals pursuant to subdivisions (b) and (c) and Section 47607.2. Notwithstanding subdivisions (b) and (c) and Section 47607.2, a chartering authority may deny renewal pursuant to subdivision (e).

(3) A charter school that, concurrently with its renewal, proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter. A material revision of the provisions of a charter petition may be made only with the approval of the chartering authority. A material revision of a charter is governed by the standards and criteria described in Section 47605.

(4) The findings of paragraphs (7) and (8) of subdivision (c) of Section 47605 shall not be used to deny a renewal of an existing charter school, but may be used to deny a proposed expansion constituting a material revision. For a material revision, analysis under paragraphs (7) and (8) of subdivision (c) of Section 47605 shall be limited to consideration only of the impact of the proposed material revision.

(5) The chartering authority may inspect or observe any part of the charter school at any time.

(b) Renewals and material revisions of charters are governed by the standards and criteria described in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

(c)(1) As an additional criterion for determining whether to grant a charter renewal, the chartering authority shall consider the performance of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5.

(2)(A) The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:

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(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.

(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.

(B) Notwithstanding subparagraph (A), if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the chartering authority shall not deny renewal for a charter school if either of the following apply for two of the most recent years for which state data is available preceding the renewal decision:

(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.

(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.

(C) Notwithstanding subparagraphs (A) and (B), a charter school eligible for technical assistance pursuant to Section 47607.3 shall not qualify for renewal under this paragraph.

(D) A charter school that meets the criteria established by this paragraph and subdivision (a) of Section 47607.2 shall not qualify for treatment under this paragraph.

(E) The chartering authority that granted the charter may renew a charter pursuant to this paragraph for a period of between five and seven years.

(F) A charter that satisfies the criteria in subparagraph (A) or (B) shall only be required to update the petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and as necessary to reflect the current program offered by the charter.

(3) For purposes of this section and Section 47607.2, “measurements of academic performance” means indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 that are based on statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator.

(4) For purposes of this section and Section 47607.2, “subgroup” means numerically significant pupil subgroups as defined in paragraph (1) of subdivision (a) of Section 52052.

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(5) To qualify for renewal under clause (i) of subparagraph (A) or (B) of paragraph (2), subparagraph (A) of paragraph (1) or (2) of subdivision (a) of Section 47607.2, or paragraph (3) of subdivision (a) of Section 47607.2, the charter school shall have schoolwide performance levels on at least two measurements of academic performance per year in each of the two consecutive years immediately preceding the renewal decision. To qualify for renewal under clause (ii) of subparagraph (A) or (B) of paragraph (2), subparagraph (B) of paragraph (1) or (2) of subdivision (a) of Section 47607.2, or paragraph (3) of subdivision (a) of Section 47607.2, the charter school shall have performance levels on at least two measurements of academic performance for at least two subgroups. A charter school without sufficient performance levels to meet these criteria shall be considered under subdivision (b) of Section 47607.2.

(6) For purposes of this section and Section 47607.2, if the dashboard indicators are not yet available for the most recently completed academic year before renewal, the chartering authority shall consider verifiable data provided by the charter school related to the dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

(7) Paragraph (2) and subdivisions (a) and (b) of Section 47607.2 shall not apply to a charter school that is eligible for alternate methods for calculating the state and local indicators pursuant to subdivision (d) of Section 52064.5. In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils.

(d)(1) At the conclusion of the year immediately preceding the final year of the charter school's term, the charter school authorizer may request, and the department shall provide, the following aggregate data reflecting pupil enrollment patterns at the charter school:

(A) The cumulative enrollment for each school year of the charter school's term. For purposes of this chapter, cumulative enrollment is defined as the total number of pupils, disaggregated by race, ethnicity, and pupil subgroups, who enrolled in school at any time during the school year.

(B) For each school year of the charter school's term, the percentage of pupils enrolled at any point between the beginning of the school year and census day who were not enrolled at the conclusion of that year, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils who were enrolled in the charter school the prior school year.

(C) For each school year of the charter school's term, the percentage of pupils enrolled the prior school year who were not enrolled as of census day for the school year, except for pupils who completed the grade that is the highest grade served by the charter school, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils.

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(2) When determining whether to grant a charter renewal, the chartering authority shall review data provided pursuant to paragraph (1), any data that may be provided to chartering authorities by the department, and any substantiated complaints that the charter school has not complied with subparagraph (J) of paragraph (5) of subdivision (c) of Section 47605 or with subparagraph (J) of paragraph (5) of subdivision (b) of Section 47605.6.

(3) As part of its determination of whether to grant a charter renewal based on the criterion established pursuant to subdivision (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may make a finding that the charter school is not serving all pupils who wish to attend and, upon making such a finding, specifically identify the evidence supporting the finding.

(e) Notwithstanding subdivision (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d). The chartering authority may deny renewal of a charter school under this subdivision only after it has provided at least 30 days' notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school. The chartering authority may deny renewal only by making either of the following findings:

(1) The corrective action proposed by the charter school has been unsuccessful.

(2) The violations are sufficiently severe and pervasive as to render a corrective action plan unviable.

(f) A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

(1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.

(2) Failed to meet or pursue any of the pupil outcomes identified in the charter.

(3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.

(4) Violated any law.

(g) Before revocation, the chartering authority shall notify the charter school of any violation of this section and give the school a reasonable opportunity to remedy the violation, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

(h) Before revoking a charter for failure to remedy a violation pursuant to subdivision (f), and after expiration of the school's reasonable opportunity to remedy without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school. No later than 30 days after providing the notice of intent to revoke a charter, the chartering authority shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority

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shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

(i)(1) If a school district is the chartering authority and it revokes a charter pursuant to this section, the charter school may appeal the revocation to the county board of education within 30 days following the final decision of the chartering authority.

(2) The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence. The school district may appeal the reversal to the state board.

(3) If the county board of education does not issue a decision on the appeal within 90 days of receipt, or the county board of education upholds the revocation, the charter school may appeal the revocation to the state board.

(4) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence. The state board may uphold the revocation decision of the school district if the state board determines that the findings made by the chartering authority under subdivision (h) are supported by substantial evidence.

(j)(1) If a county board of education is the chartering authority and the county board of education revokes a charter pursuant to this section, the charter school may appeal the revocation to the state board within 30 days following the decision of the chartering authority.

(2) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence.

(k) If the revocation decision of the chartering authority is reversed on appeal, the agency that granted the charter shall continue to be regarded as the chartering authority.

(*l*) During the pendency of an appeal filed under this section, a charter school whose revocation proceedings are based on paragraph (1) or (2) of subdivision (f) shall continue to qualify as a charter school for funding and for all other purposes of this part, and may continue to hold all existing grants, resources, and facilities, in order to ensure that the education of pupils enrolled in the school is not disrupted.

(m) Immediately following the decision of a county board of education to reverse a decision of a school district to revoke a charter, all of the following shall apply:

(1) The charter school shall qualify as a charter school for funding and for all other purposes of this part.

(2) The charter school may continue to hold all existing grants, resources, and facilities.

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(3) Any funding, grants, resources, and facilities that had been withheld from the charter school, or that the charter school had otherwise been deprived of use, as a result of the revocation of the charter, shall be immediately reinstated or returned.

(n) A final decision of a revocation or appeal of a revocation pursuant to subdivision (f) shall be reported to the chartering authority, the county board of education, and the department.

(*o*) The requirements of this section shall not be waived by the state board pursuant to Section 33050 or any other law.

Credits

(Added by Stats.1992, c. 781 (S.B.1448), § 1. Amended by Stats.1998, c. 34 (A.B.544), § 8; Stats.2003, c. 892 (A.B.1137), § 10; Stats.2005, c. 543 (A.B.1610), § 4; Stats.2006, c. 757 (A.B.2030), § 1; Stats.2012, c. 576 (S.B.1290), § 3; Stats.2019, c. 486 (A.B.1505), § 7, eff. Jan. 1, 2020, operative July 1, 2020; Stats.2020, c. 370 (S.B.1371), § 73, eff. Jan. 1, 2021; Stats.2020, c. 24 (S.B.98), § 44, eff. June 29, 2020, operative July 1, 2020; Stats.2021, c. 44 (A.B.130), § 56, eff. July 9, 2021.)

West's Ann. Cal. Educ. Code § 47607, CA EDUC § 47607
Current with urgency legislation through Ch. 764 of 2025 Reg.Sess., and Governor's Reorganization Plan No. 1 of 2025. Some statute sections may be more current, see credits for details.

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EXHIBIT “N”

Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Request to Collaborate and Align on Credentialing Expectations

17 messages

Patricia Reguerin <patricia@escuelapopular.org> Thu, Oct 9, 2025 at 5:12 PM
To: Teresa Marquez <marquezt@esuhsd.org>, Phillip Gedeon <gedeonp@esuhsd.org>, Bjorn Berg <bergbj@esuhsd.org>

Dear Phillip, Bjorn, and Teresa,

Thank you for the time and patience the District has extended to Escuela Popular as we've worked to address credentialing expectations. We understand the District's frustration that our progress has not yet fully met expectations, and we want to emphasize that this is not due to a lack of effort or commitment, but rather a need for clearer alignment and shared understanding of expectations and metrics.

With the changes that took effect on September 29th, we want to confirm that 100% of teachers in our classrooms hold the required Commission on Teacher Credentialing certificate, permit, or other document and the appropriate English Learner Authorizations, fully in accordance with Education Code section 47605(l) and 47612.5(e)(1). We believe this reflects full legal compliance with both credentialing and ADA apportionment requirements.

At the same time, we fully agree with the District's goal — and our shared commitment — to making substantial progress toward increasing the percentage of Clear-credentialed teachers in alignment with TAMO metrics. We recognize that these are two distinct measures:

- Legal compliance under state law (all teachers appropriately credentialed and authorized, as defined by Education Code section 47605(l))
- Continuous improvement under TAMO expectations (growth in Clear credentials).

We are committed to both.

We would welcome the opportunity to meet with District staff to discuss these clarifications, rebuild shared understanding, and strengthen our collaborative relationship moving forward. Please let me know a few dates and times that work best for your team.

Sincerely,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

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149 N. White Road, San Jose, CA 95127

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Berg, Bjorn <bergbj@esuhsd.org> Mon, Oct 13, 2025 at 12:31 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Teresa Marquez <marquezt@esuhsd.org>, Phillip Gedeon <gedeonp@esuhsd.org>

Good afternoon,

Please forgive the delay; I was out of the office last week. Please let me know if any of the following dates/times work for you:

Wednesday, 9/15 at 1 pm.
Thursday, 9/16 at 2 pm.
Tuesday, 9/21 at 10 am.

If none of these work, please let me know and I'll look at additional dates.

Thank you,
Bjorn
[Quoted text hidden]

Berg, Bjorn <bergbj@esuhsd.org> Mon, Oct 13, 2025 at 3:28 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Teresa Marquez <marquezt@esuhsd.org>, Phillip Gedeon <gedeonp@esuhsd.org>

Good afternoon,

These are in October, not September.

Wednesday, **10**/15 at 1 pm.
Thursday, **10**/16 at 2 pm.
Tuesday, **10**/21 at 10 am.

Please let us know which of these dates work for you.

Thank you,
Bjorn
[Quoted text hidden]

Patricia Reguerin <patricia@escuelapopular.org> Mon, Oct 13, 2025 at 10:00 PM

To: "Berg, Bjorn" <bergbj@esuhsd.org>
Cc: Teresa Marquez <marquezt@esuhsd.org>, Phillip Gedeon <gedeonp@esuhsd.org>

Hello Bjorn,

Thank you for your response and for scheduling time to meet with us. We are available to meet on Wednesday, October 15, at 1:00 p.m.

Given that we received the Notice of Violation today, we believe it would be most productive for both the District's attorney and our counsel to join the discussion. Having legal representation present will help ensure that all parties have clarity on the facts, the relevant Education Code provisions, and the steps needed to move forward collaboratively.

Our goal for this meeting is to have an open, solutions-oriented conversation about credentialing expectations and to reaffirm our commitment to compliance and partnership with the District. Please let us know if including counsel on both sides is possible.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

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Berg, Bjorn <bergbj@esuhsd.org> Tue, Oct 14, 2025 at 2:15 PM
To: patricia reguerin <patricia@escuelapopular.org>
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Good afternoon,

I've checked with our legal counsel, and they are not available. However, our team is still available to meet with you during this time, and we can also set up a time to meet with legal counsel from both sides in the coming weeks after the board meeting. Please let me know if you would still like to meet without counsel tomorrow so we can plan accordingly. Additionally, if we are still meeting, please let us know which areas of credentialing compliance/expectations you would like us to clarify, so we can understand where there is confusion and prepare for the meeting.

Thank you,
Bjorn
[Quoted text hidden]

Patricia Reguerin <patricia@escuelapopular.org> Tue, Oct 14, 2025 at 4:06 PM
To: "Berg, Bjorn" <bergbj@esuhsd.org>
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Hello Bjorn,

Yes, we look forward to meeting tomorrow without counsel. We are also very interested in a follow-up meeting next week, with counsel joining, to work towards a solid plan to meet the District's expectations.

The areas we would like further clarification on are:

-Which specific teachers does the District believe are still not in compliance with Education Code section 47605(l) and why?

-Does the District believe that emergency permits, waivers, and temporary county certificates do not count as legally credentialed under the California Education Code for teachers at a charter school?

-What exactly does the District think is still deficient about the Corrective Action Plan? This would be helpful in order to make changes accordingly.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

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Berg, Bjorn <bergbj@esuhsd.org> Wed, Oct 15, 2025 at 8:32 AM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Good morning,

We'll see you today at one at the district office. I'll coordinate with our counsel to see when they are available to meet.

Thank you,
Bjorn
[Quoted text hidden]

Patricia Reguerin <patricia@escuelapopular.org> Wed, Oct 15, 2025 at 11:07 AM
To: "Berg, Bjorn" <bergbj@esuhsd.org>

Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Hello:
Sounds good. Thank you for your assistance in coordinating this meeting and future ones.

Best regards,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

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Patricia Reguerin <patricia@escuelapopular.org> Fri, Oct 17, 2025 at 2:09 PM
To: "Berg, Bjorn" <bergbj@esuhsd.org>
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>, Ivan Garcia Garcia <ivangarcia@escuelapopular.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Hello Bjorn,
Following our last conversation and last night's board meeting, we'd like to set up a working meeting with counsel to find a good resolution for both parties. Please suggest dates and times that work for you, and we will work to accommodate your team's availability.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

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From:	Patricia Reguerin
To:	Glenn Vander Zee; Berg, Bjorn
Cc:	preguerin@escuelapopular.org; bgifford@escuelapopular.org; sanjuanaochoa@escuelapopular.org; mmejia@escuelapopular.org; mpreciado@escuelapopular.org; rescobar@escuelapopular.org; ellen.middaugh@sjsu.edu; Phillip Gedeon; Teresa Marquez; Bill Schuetz; Rogelio Ruiz; dtoston@sccoe.org; Jerry W. Simmons; Ellen Doty
Subject:	Re: Notice of Violation Pursuant to Education Code Section 47607 - EPAFLC & EPCTC
Date:	Tuesday, October 21, 2025 2:29:58 PM

Dear Superintendent Vander Zee and East Side Union High School District Team,

Thank you for your correspondence dated October 17, 2025, regarding the *Notice of Violation* for Escuela Popular Accelerated Family Learning Center (EPAFLC).

As you may recall, the East Side Union High School District Board directed district staff, along with the District's legal counsel, to work collaboratively with Escuela Popular staff and our attorneys to address and resolve the issues outlined in the notice.

I would like to clarify that the materials presented during the October 16, 2025, Board meeting were not intended to serve as an official response to the Notice of Violation. They were provided to facilitate discussion and support the collaborative process envisioned by the Board.

I have previously submitted two requests to meet with District representatives and counsel to begin this work. While my initial request received a response, my subsequent requests have gone unanswered. This email serves as my third formal request—and second since the October 16 Board meeting—to schedule a meeting as soon as possible with counsel present.

Additionally, I want to express concern regarding the suggestion at the October 16 Board meeting that collaboration might wait until the District's site visit scheduled for Monday, October 27. Waiting until that date would significantly shorten the time available for both the District and the School to work together toward resolution before the remedy deadline of November 17, 2025, as established in the Board's adopted resolution. To ensure a meaningful and good-faith effort to address the identified issues, it is essential that collaboration begin immediately.

Our goal remains to work constructively and in partnership with the District and its counsel to resolve these matters promptly and responsibly. Please provide your earliest availability for a meeting this week.

Thank you for your attention and willingness to work collaboratively.

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives

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On Mon, Oct 20, 2025 at 4:01 PM Berg, Bjorn <bergbj@esuhsd.org> wrote:

> Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:
>
> This letter is on behalf of Superintendent Mr. Vander Zee informing you that the East Side Union High School District Board of Trustees unanimously approved issuance of the enclosed Notices of Violation to Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers charter schools at its regular meeting on October 16, 2025. The Notices of Violation, with all relevant documents enclosed as Exhibits, was previously delivered by email and hand delivery to Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors on October 13, 2025. These letters outline to period of time allowed to address each identified violation.
>
> Please reach out if you have any questions or concerns.
>
> Thank you,
> Bjorn Berg
> *Director of Assessment & Accountability*
> *Charter School Oversight*
> *East Side Union High School District*
> *(408) 347-5174*

EXHIBIT “O”

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RECITALS

"VERTEX"	**"CLIENT"**
Endre_Sebesteny	**Patricia Reguerin**
President, Vertex Support Services	**Executive Director**
Vertex_Education	**Escuela Popular**
Endre.Sebesteny@vertexeducation.com	**Patricia@escuelapopular.org**

This Master Services Agreement ("Agreement") is between Vertex Support Services, LLC ("Service Provider"), located at 3125 South Gilbert Road, Chandler, AZ 85286, on behalf of itself and its applicable Affiliates, and Client, located at 149 North White Road San José, CA 9512 (singly "Party" or collectively, "Parties"). This Agreement takes effect on the date last signed below (the "Effective Date").

If the individual accepting this Agreement (as defined below) is accepting on behalf of a company or other entity, such individual represents that they have authority to bind such company or entity to this Agreement with Service Provider.

1. Definitions

"Affiliate" means Vertex Support Services, LLC and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Vertex Support Services, LLC. "Control" means having 50% or more of the outstanding equity interests or having, by contract or otherwise, the right and ability to direct management and policies.

"Agreement" means this Master Services Agreement, including without limitation, any exhibits or addenda to this Master Services Agreement attached to or otherwise incorporated by reference herein, as well as any Statements of Work ("SoW") arising under or referencing this Agreement.

"Client Data" means all data and information shared by Client with Service Provider to perform the Services, including student records and data.

"Deliverables" means the quantifiable goods or services that are delivered upon completion of providing Services to Client pursuant to a SoW.

"Fees" means the fees payable to Service Provider as set out in a SoW.

"Services" means those services provided by Service Provider.

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2. Services and Deliverables

2.1 Services Provided. Service Provider will provide Services and Deliverables to Client under this Agreement as specified in individual SoWs. Each SoW is subject to the terms and conditions of this Agreement whether or not referenced in the SoW. If there is any ambiguity or conflict between the terms and conditions of this Agreement and those of any SOW, the terms and conditions of this Agreement shall govern, unless the modified term of this Agreement is specifically referenced and mutually agreed upon in writing under the SoW. Such modification shall be applicable exclusively to that SoW unless this Agreement is amended accordingly.

Any proposed change(s) to the scope of Services, proposed Deliverables, timing of Services or the terms set forth in the SoW are subject to mutual agreement of the Parties as evidenced by a signed, written amendment to the SoW, unless specified otherwise herein. Services will continue under the then-existing SoW terms during the pendency of discussions over such changes, which will not take effect until such signed amendment is fully executed.

2.2 Manner of Services. Service Provider will provide Services and Deliverables in accordance with applicable industry standards and in a competent and timely manner. Service Provider will ensure that all individuals involved in the provision of Services will be reasonably skilled, trained and experienced in the relevant disciplines in line with industry standards. Service Provider will also ensure that any of its employees, contractors, or agents has submitted to, and passed, any relevant federal or state mandated background checks or clearances to the extent required to perform the Services and Deliverables contemplated by a SoW.

2.3 Excluded Services. Other than the Services identified in a specific SoW, Service Provider is not responsible for any other activities, unless mutually agreed to in writing, called Excluded Services. Examples of Excluded Services include, but are not limited to, legal services, tax advice, investment advice, municipal financial advisory services or planning, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with ESSA, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.

2.4 Affiliate's Execution of SoWs. Service Provider's Affiliates may execute SoWs with Client in accordance with the terms and conditions of this Agreement. If a Service Provider Affiliate executes a SoW, "Service Provider" as used in this Agreement refers to such Affiliate(s) and shall be subject to the terms and conditions of this Agreement. Any such SoW(s) shall be deemed to be a two-party agreement between the applicable Affiliate executing a given SoW and Client.

2.5 Subcontracting. Service Provider reserves the right to subcontract or delegate its obligations, in whole or in part, under this Agreement, or any SoW. Service Provider shall ensure that any such subcontracting entity will comply with all terms and conditions set forth in the applicable SoW and

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this Agreement. Notwithstanding any subcontracting, Service Provider will remain fully responsible for the performance of its obligations as if such obligations had not been subcontracted.

2.6 Ownership of Work Product. Service Provider retains all right, title and interest in Service Provider's proprietary information ("Service Provider Information"), including such Service Provider Proprietary Information contained in the Deliverables resulting from the Services described in and delivered pursuant to this Agreement or to the applicable SoW to this Agreement ("Work Product").

Service Provider retains all right, title and interest in, without limitation, any work of authorship (including computer software), schema, invention, process, device, apparatus, schematic or technical information, report, documentation, workflow, know-how, and best practice, that is invented, created, authored, or reduced to practice by Service Provider, and that is included in the Work Product or is used by Service Provider to carry out the Services described in and delivered pursuant to this Agreement or to the applicable SoW to this Agreement ("Service Provider IP").

Except as set forth herein, Service Provider hereby grants to Client a worldwide, non-exclusive, non-transferable, royalty-free, perpetual, without the right of sublicense, license to use Service Provider IP that is included in the Work Product in the course of Client's internal business operations, provided that no Service Provider IP may be unbundled or separated from the Work Product or used on a stand-alone basis. Service Provider reserves the right to revoke the foregoing license for non-payment of required Fees under this Agreement or the applicable SoW to this Agreement.

3. Compensation

3.1 Fees. Client will pay Service Provider Fees as outlined in each SoW. Any fee estimates, whether for planning or other purposes, are for informational purposes only and are not legally binding.

3.2 Expenses. Client agrees that Service Provider may require Client to reimburse it for all reasonable expenses incurred and documented by Service Provider in providing Services and Deliverables, including costs associated with travel, food and lodging, and acquiring and licensing third-party software, hardware, content, graphics or other materials needed to perform the Services. If Service Provider requires Client to reimburse for expenses, the SOW shall specify as such and the anticipated costs or prices of expenses.

3.3 Payment. Client shall be invoiced monthly. Fees shall be due and payable no later than fifteen (15) days after Client receives an invoice from Service Provider detailing Fees and Expenses. Invoices must be paid in a Service Provider-approved manner in immediately available funds to a bank account designated by Service Provider. Late payment of invoices shall bear an interest at a rate of one and one-half percent (1.5%) for each month or partial month during which invoices are unpaid, or the highest rate allowed by law, whichever is lower. Without limiting the generality of the foregoing, any failure by Client to pay invoices in a timely manner may be deemed a breach of this Agreement under Section 5.3 at Service Provider's option.

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3.4 **Suspension of Services.** Service Provider may terminate or suspend Services or withhold Deliverables in the event Client is delinquent in payment of any invoice from Service Provider for a period of more than thirty (30) business days. Service Provider shall provide written notice to Client of its intent to suspend Services or withhold Deliverables prior to doing so.

3.5 **Taxes.** Client is responsible for all applicable sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder. All such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services provided under this Agreement are for Client's benefit, and Client agrees to pay such taxes. Notwithstanding the same, when lawful and able, Service Provider shall use Client's sales tax exemption certificate to avoid paying such taxes in the first instance.

3.6 **Reasonable Compensation (ONLY APPLICABLE TO 501(c)(3) ENTITIES).** The Parties acknowledge that Client is a nonprofit corporation that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, as amended. Therefore, the Parties intend for the total compensation owed by Client to Service Provider to be reasonable compensation for the Services provided by Service Provider. Client may engage, at its sole expense, a qualified expert to determine whether the compensation is reasonable. If the expert determines the compensation for Services is not reasonable, the Parties shall in good faith negotiate a reasonable adjustment for the Fees, Deliverables or scope for Services that would make the compensation reasonable, as determined by expert. Service Provider shall reimburse Client for any Fees paid by Client to Service Provider under this Agreement that the expert deems to be unreasonable.

4. Client Obligations

4.1 **Representative.** Client shall appoint a representative who will be responsible for managing all queries and matters relating to performance under this Agreement. Client may change such contact by notifying Service Provider in writing.

4.2 **Cooperation.** Client acknowledges that Service Provider's ability to successfully provide Services and Deliverables depends on Client's reasonable and necessary cooperation and assistance, including timely decision-making, reliable access to Client facilities needed for the Services and Deliverables, and requested information and other content, materials, tools and assistance as may be described in the SoW or otherwise required for the Services and Deliverables.

4.3 **Board Meetings.** Client shall allow Service Provider to attend all scheduled meetings for any and all governing boards related to Client as legally permitted, if requested by Service Provider.

4.4 **Accuracy and Truthfulness.** Client will be responsible for, and Service Provider shall be entitled to rely upon, the content, accuracy, completeness and consistency of all information, materials and data shared by Client. Client represents to Service Provider that it (and all of its employees, agents, contractors and subcontractors) will provide accurate and truthful information, materials and

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Client Data to Service Provider in order to assist Service Provider in providing its Services and Deliverables.

4.5 **Acceptance.** All Services and Deliverables provided to Client shall be deemed accepted if, within five (5) business days after delivery, Client has not provided Service Provider written notice identifying specifically the basis for disapproval. Client may reject Services and Deliverables only if they fail to substantially comply with the SoW. Service Provider will use commercially reasonable efforts to correct identified deficiencies as soon as commercially practicable.

4.6 **Authorization to Use Deliverables.** Client hereby authorizes Service Provider to include Client, and the projects in which Service Provider was engaged, on Service Provider's websites, advertisements and demo portfolio videos, provided that such materials describe project(s) that have been publicly announced or released, and provided that prior to issuance of any press or media outlet release, Service Provider secures Client's written consent, not to be unreasonably withheld.

5. Term and Termination

5.1 **Term; Renewal; Expiration.** The term of this Agreement commences on the Effective Date and shall continue for a period of five (5) years. Upon the expiration of the initial five-year term, the Agreement shall automatically renew for additional successive five (5) year terms if Service Provider continues to provide Services and Deliverables pursuant to any SoW.

5.2 **Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party ("Defaulting Party"), if the Defaulting Party (a) breaches this Agreement or any SoW, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) calendar days after receipt of written notice of such breach, (b) becomes subject to any bankruptcy proceeding, (c) is dissolved, liquidated, or has a complete cessation of operations (either voluntarily or involuntarily), (d) makes a general assignment for the benefit of creditors, or (e) has a receiver, trustee, custodian, or similar agent appointed by a court order to take charge of or sell any material portion of its property or business.

5.3 **Effect of Termination.** Termination of this Agreement under Section 5.2 terminates any current SoWs, unless the Parties agree otherwise in writing. Client will pay Service Provider any outstanding Fees and expenses still owed at the time of termination, and each Party will promptly destroy or return all copies of the other Party's Confidential Information (except for archived copies used for legal retention or accounting purposes). Sections 2.5, 4.2 through 4.5, 6.1 through 6.4, 7.1, 7.2, 8.3, 8.4, 9.1 through 9.3, 10.1, 10.2, 11.1, 11.2, 13.8 and 13.9 will survive termination of this Agreement.

6. Confidential Information

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6.1 **Use and Protection.** Client may not use, except in furtherance of and for purposes of receiving Services and Deliverables, the Service Provider's Confidential Information. "Confidential Information" means all proprietary, non-public information disclosed by Service Provider to Client, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form is identified as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to Client to be "confidential" or "proprietary" within five (5) days of disclosure, or (c) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including the Parties' business affairs, financial information and other sensitive and proprietary information. "Confidential Information" does not include information that: (i) is known publicly at the time of the disclosure by Client or becomes known publicly after disclosure through no fault of Client; (ii) is known to Client at the time of disclosure by Service Provider due to previous receipt from a source that was not bound by confidentiality obligations to Service Provider at that time; (iii) is independently developed by Client without use of or reference to the Confidential Information as demonstrated by the written records of Client; (iv) is disclosed by Service Provider to a third party without restriction; or (v) is hereafter required to be disclosed pursuant to a legal proceeding or otherwise required by law, provided reasonable prior notice is given to Service Provider with sufficient opportunity to contest or limit such disclosure as noted in Section 6.2.

Client will protect the confidentiality of Service Provider's Confidential Information to the same degree of care, but no less than reasonable care, as Client uses to protect its own Confidential Information. Client shall be liable to Service Provider for any breach by its employees or representatives of any confidentiality obligations.

6.2 **Compelled Disclosure.** Client may disclose Confidential Information of Service Provider to the extent the disclosure is required by law or order of a court or other governmental authority; provided that Client shall use commercially reasonable efforts to promptly notify Service Provider prior to the disclosure to enable Service Provider to seek a protective order or otherwise prevent or restrict the disclosure to the extent legally permissible.

In the event, at any time (i) Service Provider or its suppliers is required to respond to any search warrant, court order, subpoena, or other valid legal or administrative order or request for information relating to Client, or (ii) Client requests material assistance from Service Provider in connection with Client's efforts to conduct any investigation, to cooperate with or respond to any investigation being conducted by a third party, or to pursue or respond to any matter or respond to any legal or administrative proceeding or similar matter, Client will reimburse, on a time and materials basis as applicable, Service Provider for any cost that it incurs in so responding or assisting, including without limitation the services of Service Provider's counsel and any other third parties.

6.3 **Equitable Relief.** The Parties agree that monetary damages may be insufficient to fully compensate either Party for its losses in the event the other Party violates the provisions of this Section 6.

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6.4 **Ongoing Obligations.** Client's obligations regarding Confidential Information in this Section will expire five (5) years from the date of receipt of the Confidential Information., unless that Confidential Information also constitutes a trade secret recognized by state and federal law. Client shall keep all trade secrets confidential in perpetuity.

7. Student Records and Data; Client Data

7.1 **Service Provider Requirements.** To the extent applicable, Service Provider shall adhere to all federal laws and regulations protecting the confidentiality of student records and data, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations (34 C.F.R. Part 99), the Protection of Pupil Rights Amendment and its implementing regulations (34 C.F.R. Part 98), and related state and local laws and regulations.

Pursuant to FERPA and its implementing regulations, Client hereby designates Service Provider as "other School officials" and agents of Client, acknowledges that Service Provider has a legitimate educational interest in the Client and its students, and acknowledges that Service Provider is acting as a contractor providing institutional services and functions.

7.2 **Client Requirements and Permission.** As between Client and Service Provider, Client owns all Client Data. Client has sole responsibility for and complying with all laws, rules and regulations applicable to possession, accuracy, quality, processing, and transmission of Client Data to Service Provider. Client shall inform Service Provider of any relevant state or local laws and regulations related to Client Data with which Client and Service Provider must comply.

Notwithstanding the above, Client grants Service Provider permission to use, analyze and share all anonymized Client Data as permitted under federal, state and local law and regulation, including FERPA. Client recognizes that Service Provider may use anonymized Client Data to build products, models and other tools, all of which shall be the exclusive property of Service Provider.

8 Warranties, Remedies and Disclaimers

8.1 **General.** Each Party represents and warrants that it has the legal power and authority to enter into and perform under this Agreement.

8.2 **Industry Standards.** Service Provider warrants that all Services will be performed and Deliverables provided in accordance with applicable industry standards. If any element of the Services or Deliverables does not conform to the foregoing warranty in any material respect, and Client provides Service Provider with written notice describing the material non-conformity as identified in Section 4.4, Service Provider will reperform such element in a manner that does conform, except that if such reperformance is impracticable, in Service Provider's sole discretion, Service Provider will refund the Fees allocable to such nonconforming element. The foregoing remedy represents Client's sole remedy, and Service Provider's sole liability in the event of a non-conformity with the warranty provided in this Section 8.

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8.3 **Infringement.** Service Provider warrants that its provision of Services and Deliverables hereunder will not infringe any United States patent, or any copyright or trade secret, which is protected under United States law on the date hereof. This warranty does not apply to infringement arising out of Client's use of the Services or Deliverables in combination with any goods or technologies not furnished by Service Provider, Client's use of the Services and Deliverables in a manner for which they were not designed, or modifications to the Services and Deliverables by Client or a third party.

If the use of any element of the Services and Deliverables is enjoined as a result of any claim arising out of a breach of this warranty, Service Provider will, at its option and expense (i) procure for Client the right to continue to use such element, (ii) replace such element with a comparable element which is noninfringing, (iii) modify such element so it becomes noninfringing, or (iv) refund to Client the Fees paid hereunder allocable to such element. Any such modified or replacement element will conform to Service Provider's warranties contained herein.

8.4 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, DESIGN, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE ARISING FROM A COURSE OF DEALING, LAW, USAGE, COURSE OF PERFORMANCE OR TRADE PRACTICE. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES PROVIDED WILL BE ERROR FREE OR UNINTERRUPTED. SERVICE PROVIDER MAKES NO WARRANTY REGARDING ANY THIRD PARTY SERVICES OR TECHNOLOGIES THAT SERVICE PROVIDER MAY RELY UPON TO DELIVER THE SERVICES OR DELIVERABLES. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

9. Limitations of Liability; Insurance

9.1 **Exclusion of Certain Damages.** EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR DAMAGES ARISING FROM A PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS ("EXCLUDED CLAIMS"), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING (BY WAY OF EXAMPLE AND NOT AN EXHAUSTIVE LIST), LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF USE, OR OTHER DAMAGES OR LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

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9.2 **Maximum Liability.** EXCEPT FOR DAMAGES ARISING FROM AN EXCLUDED CLAIM, OR CLIENT'S PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT FOR THE APPLICABLE SERVICES AND DELIVERABLES UNDER THE APPLICABLE SOW GIVING RISE TO THE CLAIM FOR THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.

9.3 **Timing.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY LEGAL PROCEEDINGS ARISING FROM THIS AGREEMENT OR THE APPLICABLE SOW MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE WHEN THE PARTY BRINGING THE PROCEEDINGS FIRST BECOMES AWARE OF THE FACTS THAT GIVE RISE TO THE LIABILITY OR THE ALLEGED LIABILITY OR ANY RELEVANT STATUTORY LIMITATION PERIOD, WHICHEVER IS EARLIER.

9.4 **Insurance.** During the Term of this Agreement, Client shall maintain, at its own expense, the following types of insurance coverages with financially sound and reputable insurance companies: (1) Workers' Compensation; (2) Commercial General Liability; (3) Directors' and Officers' Liability; (4) Cyber Liability; and (5) excess or umbrella liability coverage. Client shall cause Service Provider and any related Affiliates performing work under a SoW to be named as an additional insured for all coverages identified above and shall include an endorsement for Completed Operations. The Commercial General Liability, Directors' and Officers' Liability, and excess/umbrella policies shall provide or permit a Waiver of Subrogation in favor of Service Provider. To the extent permitted by law, Client hereby waives such rights of subrogation.

10. Indemnification

10.1 **Mutual Indemnification.** Each Party shall indemnify, defend and hold the other Party, its managers, officers, directors, employees, agents, affiliates, and permitted successors and assigns harmless from all liabilities, costs and expenses (including, without limitation, attorneys' fees) that such Party may suffer, sustain or become subject to as a result of any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement. The Parties specifically agree that this indemnification shall include any liability for bodily injury (including death) or tangible property damage caused by the indemnifying Party's acts or omissions.

10.2 **Indemnity Process.** The Party seeking indemnification under this Section 10 ("Indemnitee") must (a) promptly notify the other Party ("Indemnitor") of the claim (provided that any failure to provide prompt written notice will only relieve the Indemnitor of its obligations to the extent its ability to defend a claim is materially prejudiced by the failure), (b) give the Indemnitor sole control of the defense and settlement of the claim (provided that Indemnitor shall not consent to entry of any judgment or admission of any liability of the Indemnitee without the prior written approval of the Indemnitee), and (c) provide reasonable assistance, cooperation, and required information with

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respect to the defense and settlement of the claim, at the Indemnitor's expense. At its own expense, the Indemnitee may retain separate counsel to advise the Indemnitee regarding the defense or settlement of the claim.

11. Dispute Resolution

11.1 Informal Resolution; Mediation. If any issue, dispute or controversy arises related to this Agreement, the Parties shall confer and use reasonable efforts to resolve it. If the issue, dispute or controversy cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures in Maricopa County, Arizona before resorting to arbitration, litigation, or some other dispute resolution procedure. Each Party shall bear its own costs and attorneys' fees in mediation.

11.2 Arbitration. Any issue, dispute or controversy between the Parties not settled by negotiation or mediation under Section 11.1 shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in Maricopa County, Arizona. Judgment on the award rendered by the arbitrator may be tendered in any court having jurisdiction thereof. The prevailing Party in any dispute subject to Arbitration under this Agreement shall be awarded its attorneys' fees and costs.

12. Non-Solicitation

The Parties acknowledge that Service Provider has expended substantial time, money and effort training its employees and independent contractors with respect to business strategies, techniques and methods related to the Services and Deliverables. Accordingly, during the term of, and for a period of two (2) years immediately following expiration or termination of, this Agreement, Client agrees not to hire, contract with, consult, solicit for employment or engage any employee or independent contractor of Service Provider, or induce any such employee or independent contractor to terminate or breach any employment or other relationship with Service Provider. The Parties agree that where Client has breached the foregoing provision, Client shall pay to Service Provider as liquidated damages, and not as a penalty, a sum equivalent to the greater of: (a) the annual salary of any such employee or amount of contractor fees paid or payable to any such independent contractor in the one (1) year period prior to such breach; or (b) the amount paid or payable by Client under this Agreement in the one (1) year period prior to such breach.

13. Non-Disparagement.

The Parties agree and covenant that they shall not make, publish, or communicate to any person or entity or in any public forum any maliciously false, defamatory, or disparaging remarks, comments, or statements concerning the other Party or its businesses, or any of its employees, officers, or directors and its existing and prospective customers, suppliers, investors, and other associated third parties, now or at any time in the future.

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14. Miscellaneous

14.1 Compliance with Law. Both Parties shall comply with all laws applicable to the performance of this Agreement.

14.2 Acknowledgement For New Mexico Clients Only. The Parties acknowledge that this Services Agreement is entered into in accordance with the "ACES Cooperative Accounting Services Purchase Agreement," itself to be entered into between Client and the New Mexico Charter School Education Services Association ("ACES") on or about Effective Date. The Parties further understand and agree that invoicing under this Agreement shall be carried out in accordance with such ACES Cooperative Accounting Services Purchase Agreement.

14.3 Relationship of the Parties. The Parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the Parties will be deemed to place the Parties in any other relationship, including without limitation, any partnership, joint venture, franchise, agency, fiduciary or employment relationship. Service Provider expressly disclaims that it is an Education Management Organization or similar entity that manages any aspect of Client's operations. Neither Party shall be responsible for the acts or omissions of the other Party or the other Party's personnel. This Agreement confers no rights upon either Party's employees, agents, contractors, partners, or upon any other person or entity. Consistent with California Education Code § 47604, Service Provider does not and shall not have any authority to perform any of the following services for Client: (a) the nomination, appointment, or removal of Client's Board of Directors ("Board") members/officers; (b) the employment, supervision, or dismissal of any employees of Client; (c) the management of Client's day-to-day operations as its administrative manager; or (d) the approval, denial, or management of the budget or any expenditures of Client that are not authorized by the Board.

14.4 Assignment; Successors and Assigns. Neither Party may assign this Agreement, or otherwise transfer any right or obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided that Service Provider may assign this Agreement or an SOW without consent to an Affiliate or in connection with a sale of substantially all of its assets, or in the event of a reorganization. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

14.5 Notices. Notices under this Agreement shall be sent in writing to the addresses in the applicable SoW, or to such other address as may be specified by either Party. Notices shall be in writing and deemed to have been given (a) the day an email is sent if sent during normal business hours, or the next day if outside of normal business hours, (b) when personally delivered, or (c) five (5) business days after mailing if sent by registered or certified mail.

14.6 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform hereunder due to circumstances beyond the Party's reasonable control, including, but not limited to, acts of God; acts of government or regulatory change that makes it impossible or impracticable

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for Service Provider to operate (determined in Service Provider's sole discretion); acts of terror; unusually severe weather conditions; strikes or other labor difficulties; war; riots; earthquakes; public disturbances; epidemics; and service disruptions involving hardware, software, or power systems not within the Party's possession or reasonable control. Any Party seeking to excuse or delay its performance pursuant to this Section 13.5 must: (1) give the other Party within one (1) week, or as soon thereafter as practicable, written notice describing the particulars of the Force Majeure event, (2) suspend its performance no longer than required by the Force Majeure event, and (3) use reasonable efforts to remedy its inability to perform. Notwithstanding the foregoing, Client shall be liable for the payment of all amounts required to be paid pursuant to an applicable SOW.

14.7 Entire Agreement. This Agreement, together with all SoWs, contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes, and the Parties hereby disclaim reliance on, all previous oral and written communications, representations, understandings, and agreements by the Parties concerning the subject matter of this Agreement. No terms, provisions, or conditions contained in any other business form or document that Client may use in connection with Services contemplated by this Agreement will have any effect on the rights or obligations of the Parties under, or otherwise modify, this Agreement.

14.8 Amendment; Waiver. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision and a waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

14.9 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.10 Governing Law, Venue and Equitable Remedies. All claims and disputes related to or arising out of this Agreement not resolved by the Dispute Resolution section of this Agreement (Section 11) will be governed by the internal laws of the State of Arizona, excluding any of its or any other jurisdiction's rules on conflicts of law that would cause the substantive law of any other state to apply. Any legal suit, action, or proceeding arising out of relating to this Agreement or the transactions contemplated hereby shall be instituted in the District of Arizona or Maricopa County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

Each Party to this Agreement acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) if a breach or

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a threatened breach by such Party of any such obligations occurs, the other Party hereto will, in addition to any and all other rights and remedies that may be available to such Party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy. Each Party to this Agreement agrees that such Party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section14.10.

14.11 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, SOWS AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.12 Headings. Headings, captions and sections are inserted into this Agreement for convenience only and will not affect the meaning or interpretation of this Agreement.

14.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[SIGNATURE PAGES FOLLOW]

Docusign Envelope ID: 6E8D4C8C-40B0-4BEC-AE6D-94C1012EF677

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement as of the Effective Date.

CLIENT

Escuela Popular,

A California nonprofit corporation

By: Signed by: Patricia Reguerin DD63314D2575401... _____

Name: Patricia Reguerin

Title: Executive Director

FEIN Tax ID: 77-0354277

Tax Status: Exempt

SERVICE PROVIDER

VERTEX SUPPORT SERVICES, LLC, an Arizona limited liability company.

By: _____

Name: Endre Sebesteny

Title: President, VSS

Docusign Envelope ID: 6E8D4C8C-40B0-4BEC-AE6D-94C1012EF677

For Internal Use Only

Client-project name:
SoW number:

STATEMENT OF WORK ("SoW")

Parties and addresses for notice

"Vertex"	"Client"
*Company name: Vertex Support Services, LLC	*Company name: Escuela Popular
*Primary Contact Name: Heather Eyerman	*Primary Contact Name: Patricia Reguerin
*Address:3125 S. Gilbert Road Chandler, Arizona 85286	*Address: 149 North White Road, San José, CA 95127
*Phone Number: (480) 896-7211	*Phone Number: (408) 275-7191
*Email: Heather.Eyerman@vertexeducation.com	*Email: Patricia@escuelapopular.org
Secondary Contact: Dylan Smith	Secondary Contact: 408-426-6593

**Denotes required field*

This SoW is effective as of the date last signed below ("SoW Effective Date"). Client's purchase, receipt and use of the Services defined herein are subject to the Master Services Agreement ("Agreement") executed between Vertex Support Services, LLC and Client. Capitalized terms used, but not defined in this SoW, will have the meaning given in the Agreement. Any additional or differing terms and conditions of this SoW shall apply only to the Services covered by this SoW and not to Services covered by any other SoW. The Parties understand that this SoW is a two-party agreement between Vertex and Client.

Agreed and accepted:

"Vertex"	"Client"
Authorized signature:	Au Signed by: Patricia Reguerin DD63314D2575401...
Name: Endre K. Sebesteny	Name: Patricia Reguerin
Title: President, VSS	Title: Executive Director

Docusign Envelope ID: 6E8D4C8C-40B0-4BEC-AE6D-94C1012EF677

Date:	Date:
10/28/2025	10/28/2025

1. Objective

1.1 The objective of this SoW is to provide Client with Services in relation to the development, implementation, and management of comprehensive Human Resources systems and processes that support the full employee life cycle. These services will enhance recruitment, retention, compliance, and overall operational efficiency to strengthen the Client's organizational capacity.

1.2 Subject to the assumptions and Client responsibilities set out in Section 5, Vertex will use reasonable skills, efforts and care to (i) assist Client with the service objective defined in item 1.1 above and (ii) provide the Deliverables described in Section 2.

2. Scope of Services

2.1 The Services that Vertex will provide are:

Talent Acquisition / Teacher Recruitment

- Strengthen recruitment strategy to attract and retain qualified bilingual educators.
- Expand outreach to new candidate pools and develop homegrown teacher pipelines.
- Implement and manage an Applicant Tracking System (ATS) to streamline hiring.
- Support hiring managers with consultation, job postings, and candidate screening.
- Develop hiring matrices, rubrics, and demo day evaluation tools aligned to school mission.

Onboarding & Offboarding

- Coordinate new hire orientation and onboarding workflows.
- Manage I-9 verification, credential validation, and personnel file setup.
- Track policy acknowledgments and onboarding milestones (30/60/90-day check-ins).
- Generate offer letters and support separation documentation and final pay processing.
- Streamline systems for HR data management, credential tracking, and employee verification.

Employee Retention & Performance Systems

- Design and manage performance evaluation and feedback processes.
- Support compensation structure development, salary step systems, and job classification.
- Conduct employee engagement and climate surveys to assess organizational health.
- Facilitate stay interviews and retention analytics to inform HR strategy.
- Guide succession planning and workforce stability initiatives.

HR Operations & Compliance

Docusign Envelope ID: 6E8D4C8C-40B0-4BEC-AE6D-94C1012EF677

- Oversee HR compliance with state and federal regulations.
- Maintain and update employee handbooks, policies, and HR documentation.
- Manage leave of absence programs (FMLA, CFRA, PDL) and related employee communications.
- Monitor employment law updates and ensure timely policy alignment.
- Provide mandated training coordination (e.g., harassment prevention, mandated reporter).
- Support credentialing, permit tracking, and regulatory audits.

2.2 Only the Services and Deliverables explicitly described in Section 2 of this SoW are to be considered in scope.

3. Term and Estimated Timeline

3.1 The term of this SoW shall be November 1, 2025 to December 31, 2025.

4. Client Responsibilities

4.1 Client's Services and Deliverables, including activities related hereto, as well as the estimated timeline and pricing are dependent on (i) Client carrying out its responsibilities as set out in the Agreement and (ii) the following assumptions:

4.1.1 To obtain an efficient provisioning of the Services in scope for this SoW, Client and Vertex have agreed to adopt a highly collaborative work environment as noted in Section 4.2 of the Agreement.

4.2 To receive any services that require access to an HRIS, client must:

- Client must utilize Paylocity for their HRIS and Recruiting platform.
- The Client acknowledges and agrees that it bears full responsibility for procuring and maintaining access to a HRIS & Recruiting platform suitable for its operations. All costs, including but not limited to licensing fees, implementation fees, maintenance, and subscription payments, shall be the exclusive responsibility of the Client. Vertex Education assumes no financial or operational responsibility for the acquisition or use of the HRIS platform.

5. Location

5.1 Services and support shall be provided remotely.

5.2 Support Infrastructure:

- Vertex will manage the HR email for the client. This will include monitoring the email in Zendesk, responding to any relevant requests regarding employee policy, onboarding, offboarding, or leaves and accommodations. Any additional requests will be forwarded to the relevant Client's People Success Consultant.

Docusign Envelope ID: 6E8D4C8C-40B0-4BEC-AE6D-94C1012EF677

- The Vertex HR team works to respond and resolve all employee tickets as quickly as possible. All tickets will receive a response within 48 hours at the latest.

6. Fees and Expenses

6.1 The fee for Vertex's Services as set out in this SoW is monthly, excluding any taxes or duties. Fees will be invoiced as follows:

- A one-time implementation fee of $10,000 will be invoiced on November 1, 2025.
  - Should the Client agree to extend the Human Resources Services provided by Vertex for at least ten more months at the conclusion of this agreement, then the $10,000 implementation fee will be credited towards the new agreement.
- A service fee in the amount of $15,500 will be invoiced monthly beginning on November 1, 2025.
- Total Agreement amount is $41,000

6.2 Vertex shall not be bound by any pricing, timing commitments and/or commitments to provide the Services in case (i) any of the assumptions set out or referred to in this SoW are not met or are not fulfilled by Client or (ii) the Client fails to carry out any of its responsibilities under the Agreement. In the event of the aforementioned, Vertex shall, to a reasonable extent, be entitled to charge Client for any resulting additional work and/or waiting time on a time and materials basis. However, Vertex shall use reasonable efforts to limit the effects hereof.

For Internal Use Only

Client-project name:
_____
SoW number:

STATEMENT OF WORK ("SoW")

Parties and addresses for notice

"Vertex"	**"Client"**
*Company name: Vertex Support Services, LLC	*Company name: Escuela Popular
*Primary Contact Name: Heather Eyerman	*Primary Contact Name: Patricia Reguerin
*Address:3125 S. Gilbert Road Chandler, Arizona 85286	*Address: 149 North White Road, San José, CA 95127
*Phone Number: (480) 896-7211	*Phone Number: (408) 275-7191
*Email: Heather.Eyerman@vertexeducation.com	*Email: Patricia@escuelapopular.org
Secondary Contact: Dylan Smith	Secondary Contact: 408-426-6593

**Denotes required field*

This SoW is effective as of the date last signed below ("SoW Effective Date"). Client's purchase, receipt and use of the Services defined herein are subject to the Master Services Agreement ("Agreement") executed between Vertex Support Services, LLC and Client. Capitalized terms used, but not defined in this SoW, will have the meaning given in the Agreement. Any additional or differing terms and conditions of this SoW shall apply only to the Services covered by this SoW and not to Services covered by any other SoW. The Parties understand that this SoW is a two-party agreement between Vertex and Client.

Agreed and accepted:

"Vertex"	**"Client"**
Authorized signature:	Authorized signature:
Name: Endre K. Sebesteny	Name:
Title: President, VSS	Title:

Date:	Date:

1. Objective

1.1 The objective of this SoW is to provide Client with Services in relation to the development, implementation, and management of comprehensive Human Resources systems and processes that support the full employee life cycle. These services will enhance recruitment, retention, compliance, and overall operational efficiency to strengthen the Client's organizational capacity.

1.2 Subject to the assumptions and Client responsibilities set out in Section 5, Vertex will use reasonable skills, efforts and care to (i) assist Client with the service objective defined in item 1.1 above and (ii) provide the Deliverables described in Section 2.

2. Scope of Services

2.1 The Services that Vertex will provide are:

Talent Acquisition / Teacher Recruitment

- Strengthen recruitment strategy to attract and retain qualified bilingual educators.
- Expand outreach to new candidate pools and develop homegrown teacher pipelines.
- Implement and manage an Applicant Tracking System (ATS) to streamline hiring.
- Support hiring managers with consultation, job postings, and candidate screening.
- Develop hiring matrices, rubrics, and demo day evaluation tools aligned to school mission.

Onboarding & Offboarding

- Coordinate new hire orientation and onboarding workflows.
- Manage I-9 verification, credential validation, and personnel file setup.
- Track policy acknowledgments and onboarding milestones (30/60/90-day check-ins).
- Generate offer letters and support separation documentation and final pay processing.
- Streamline systems for HR data management, credential tracking, and employee verification.

Employee Retention & Performance Systems

- Design and manage performance evaluation and feedback processes.
- Support compensation structure development, salary step systems, and job classification.
- Conduct employee engagement and climate surveys to assess organizational health.
- Facilitate stay interviews and retention analytics to inform HR strategy.
- Guide succession planning and workforce stability initiatives.

HR Operations & Compliance

- Oversee HR compliance with state and federal regulations.
- Maintain and update employee handbooks, policies, and HR documentation.
- Manage leave of absence programs (FMLA, CFRA, PDL) and related employee communications.
- Monitor employment law updates and ensure timely policy alignment.
- Provide mandated training coordination (e.g., harassment prevention, mandated reporter).
- Support credentialing, permit tracking, and regulatory audits.

2.2 Only the Services and Deliverables explicitly described in Section 2 of this SoW are to be considered in scope.

3. Term and Estimated Timeline

3.1 The term of this SoW shall be January 1, 2026 to October 31, 2026.

4. Client Responsibilities

4.1 Client's Services and Deliverables, including activities related hereto, as well as the estimated timeline and pricing are dependent on (i) Client carrying out its responsibilities as set out in the Agreement and (ii) the following assumptions:

4.1.1 To obtain an efficient provisioning of the Services in scope for this SoW, Client and Vertex have agreed to adopt a highly collaborative work environment as noted in Section 4.2 of the Agreement.

4.2 To receive any services that require access to an HRIS, client must:

- Client must utilize Paylocity for their HRIS and Recruiting platform.
- The Client acknowledges and agrees that it bears full responsibility for procuring and maintaining access to a HRIS & Recruiting platform suitable for its operations. All costs, including but not limited to licensing fees, implementation fees, maintenance, and subscription payments, shall be the exclusive responsibility of the Client. Vertex Education assumes no financial or operational responsibility for the acquisition or use of the HRIS platform.

5. Location

5.1 Services and support shall be provided remotely.

5.2 Support Infrastructure:

- Vertex will manage the HR email for the client. This will include monitoring the email in Zendesk, responding to any relevant requests regarding employee policy, onboarding, offboarding, or leaves and accommodations. Any additional requests will be forwarded to the relevant Client's People Success Consultant.

- The Vertex HR team works to respond and resolve all employee tickets as quickly as possible. All tickets will receive a response within 48 hours at the latest.

6. Fees and Expenses

6.1 The fee for Vertex's Services as set out in this SoW is monthly, excluding any taxes or duties. Fees will be invoiced as follows:

- Total Agreement amount is $155,000
- The one-time implementation fee of $10,000 that was invoiced on November 1, 2025, will be credited towards the total agreement amount of $155,000
- The remainder of the total agreement amount ($145,000) will be invoiced in ten equal monthly payments
- A service fee in the amount of $14,500 will be invoiced monthly beginning on January 1, 2025.

6.2 Vertex shall not be bound by any pricing, timing commitments and/or commitments to provide the Services in case (i) any of the assumptions set out or referred to in this SoW are not met or are not fulfilled by Client or (ii) the Client fails to carry out any of its responsibilities under the Agreement. In the event of the aforementioned, Vertex shall, to a reasonable extent, be entitled to charge Client for any resulting additional work and/or waiting time on a time and materials basis. However, Vertex shall use reasonable efforts to limit the effects hereof.

Exhibit E

Gedeon, Phillip <gedeonp@esuhsd.org>

Employment Contracts Update

4 messages

Patricia Reguerin <patricia@escuelapopular.org> Mon, Nov 17, 2025 at 5:26 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,
We're looking forward to your visit tomorrow, November 18, 2025, and wanted to share a quick update ahead of time. Cindy mentioned to me that during your last visit, you requested to see separate substitute contracts. The updated substitute contracts will not yet be visible during your onsite visit. Please know that our HR team at Vertex Education is actively reviewing the recommended changes to ensure all agreements remain in full compliance with applicable requirements.

We appreciate your understanding and partnership as we work through this process. Our goal is to ensure accuracy and alignment across all agreements, and we remain committed to open communication and transparency throughout.

Thank you for your continued collaboration and support.

Best regards,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

This email was sent by an educator or team member at Escuela Popular. This email and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this email or any attachment is prohibited. If you have received this email in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

On Thu, Nov 13, 2025 at 11:46 AM Gedeon, Phillip <gedeonp@esuhsd.org> wrote:

> Aloha Patricia and Cindy,
>
> Per Education Code section 47604.3, EPCTC/EPAFLC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC/EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/ responsibilities as authorizer.
>
> To ensure EPCTC's compliance with teacher credentialing, the District is requesting the following items:
>
> - Contracts for all EPCTC Teachers
> - Contracts for all EPCTC Instructors, Paraprofessionals, Teaching Assistants, etc

- First/Original start date of hire for all EPCTC Employees

Can you have this completed by the end of the day on Tuesday, November 18?

Thank you.

Please don't hesitate to reach out if you have any questions or concerns.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Gedeon, Phillip <gedeonp@esuhsd.org> Mon, Nov 17, 2025 at 7:00 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>
Bcc: Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>, Glenn Vander Zee <vanderzeeg@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Aloha Patricia,

Thank you for the update. Can you provide the District with an estimated time for when this information will be submitted? Having access to this information is critical to our ability to ensure that EPAFLC and EPCTC are both in compliance with Education Code section 47605(l) and its good standing as outlined in the Notice of Probation of being informed of all new hires by EPAFLC and EPCTC.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

Cindy Cortes <Cindy@escuelapopular.org> Tue, Nov 18, 2025 at 4:49 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,

Attached is the First/Original start of hire for all EPCTC Employees.

Let us know if you have any questions.

Best Regards,
Cindy
[Quoted text hidden]
--
Cindy Cortes, HR Manager
Office: (408) 275-7191 ext. 1012
Cell: (408) 426-6591
Fax: (408) 919-4499
[Quoted text hidden]

EP CTC Employee Hire Date.xlsx
17K

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 20, 2025 at 12:06 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Aloha Cindy,

I am replying to confirm receipt of your email with the employee's original hire dates. I will be in contact if I have any questions or additional requests. Thank you.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

EAST SIDE HIGH SCHOOL DISTRICT

Exhibit F

Gedeon, Phillip <gedeonp@esuhsd.org>

Potential New Hire for PE Teacher (Jerry Fan)

6 messages

Cindy Cortes <Cindy@escuelapopular.org> Tue, Dec 2, 2025 at 4:10 PM
To: "Cisneros, Haydee" <cisnerosh@esuhsd.org>, "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Janet Contreras <janet@escuelapopular.org>

Hello,

We interviewed a candidate who has the potential to be a PE Teacher. We would like to move forward with hiring Jerry Fan as a substitute, with the possibility of pursuing an STSP in PE for him.

I understand the district's preference for fully qualified teachers; however, as you know, it has been very difficult to find a fully credentialed PE teacher at this time. Given that challenge, we believe Jerry is a strong candidate who meets the criteria to be considered for an STSP based on his academic background. He holds an M.S. in Sport Nutrition from Concordia University Chicago and a B.S. in Kinesiology from California State University Monterey Bay, which align well with the PE content area.

Additionally, Jerry has shared that he is interested in pursuing a teaching credential and enrolling in a credential program to obtain his PE credential, which further supports his long-term fit for the role.

I'm attaching his unofficial transcripts from both institutions, his resume, and his 30-Day Substitute Permit from CTC for your review.

Please let me know if you need any additional information or if there are next steps we should take on our end.

Thank you,
Cindy

--
Cindy Cortes, HR Manager
Office: (408) 275-7191 ext. 1012
Cell: (408) 426-6591
Fax: (408) 919-4499

EscuelaPopular

Educates to Transform Lives

Childcare, Dual Language, & High School Academies
149 N. White Road, San Jose, CA 95127

This email was sent by an educator or team member at Escuela Popular. This email and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this email or any attachment is prohibited. If you have received this email in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

4 attachments

CUChicago Transcript.pdf
74K

SSR_TSRPT.pdf
8K

Jerry Fan Resume.pdf
191K

Sub Permit.PDF
73K

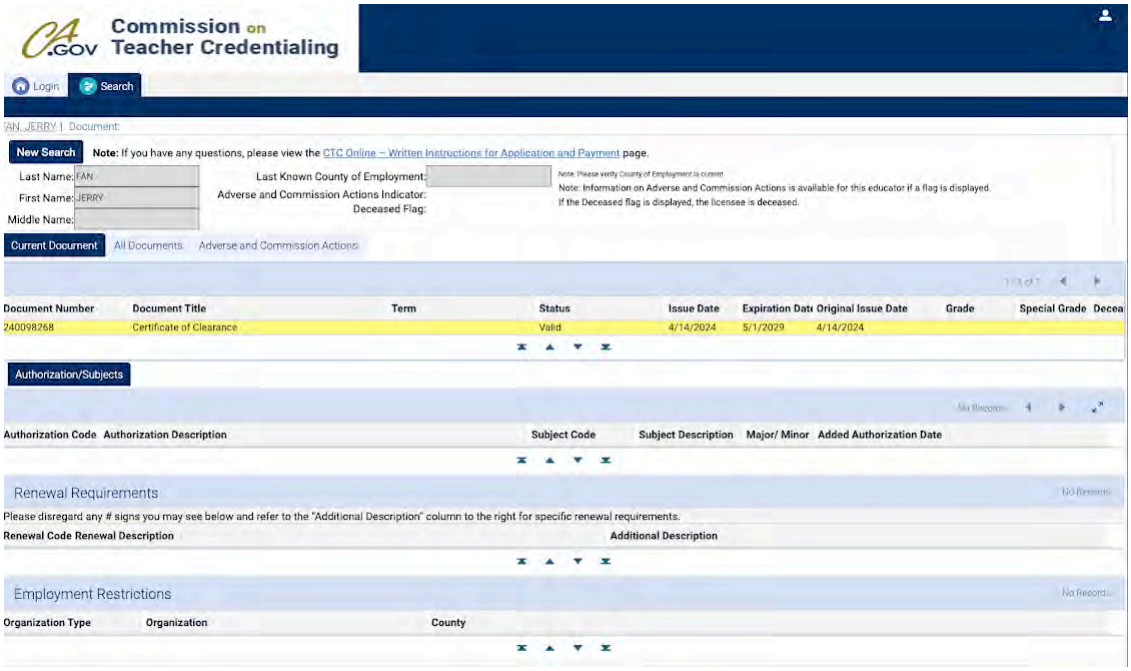
Gedeon, Phillip <gedeonp@esuhsd.org> Tue, Dec 2, 2025 at 7:22 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: "Cisneros, Haydee" <cisnerosh@esuhsd.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Janet Contreras <janet@escuelapopular.org>
Bcc: Bjorn Berg <bergbj@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>, Rogelio Ruiz <rruiz@ruizedulaw.com>, Bill Schuetz <wschuetz@dwkesq.com>, Glenn Vander Zee <vanderzeeg@esuhsd.org>

Aloha Cindy,

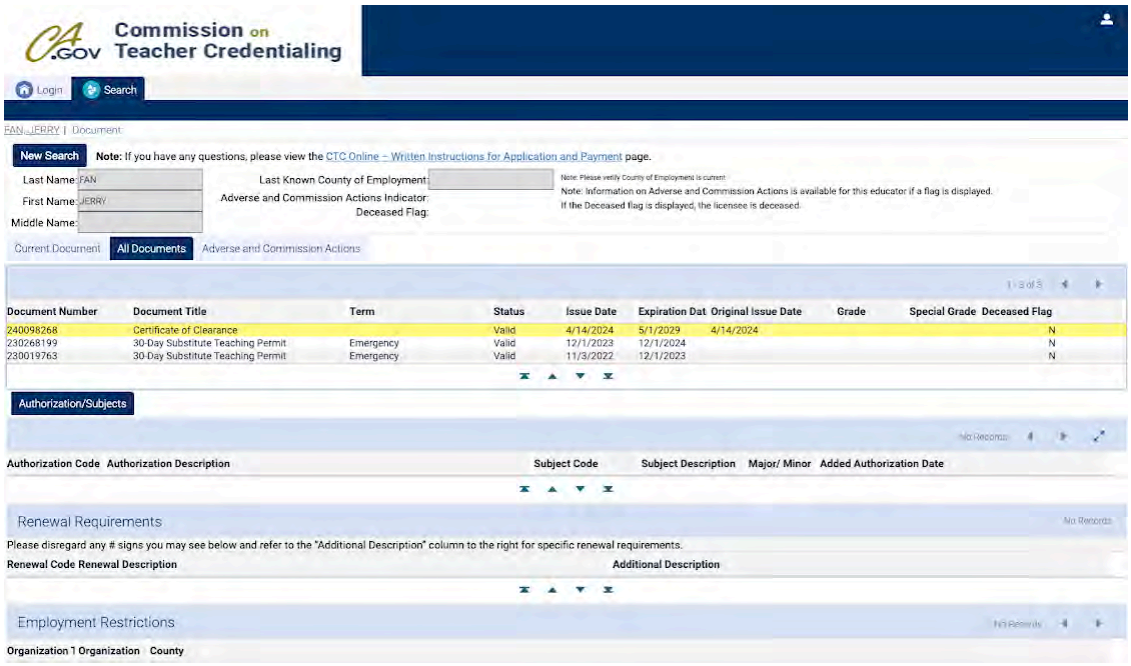
Thank you for the update regarding Jerry Fan. As you are aware, EPCTC & EPAFLC are their own LEAs and are responsible for making hiring decisions for all employees. Our role as authorizer is to ensure that EPCTC and EPAFLC are in compliance with the credentialing requirements for all instructors hired by both LEAs, in accordance with the Education Code and the charter petition of each school. The District's position has been, and continues to be, that EPCTC and EPAFLC should seek and hire candidates who are credentialed for the teaching assignment(s) for which they are assigned. As previously stated, hiring 30-day substitutes to replace existing vacancies only results in EPCTC and EPAFLC maintaining the current level of vacancies, rather than reducing the number of vacancies. This approach to staffing does not allow EPCTC and EPAFLC to demonstrate to the District that they are making adequate progress in addressing the District's concerns outlined in the notification of probationary status and the notice of violation.

With that said, below are screenshots from CTC for Jerry Fan. It looks like his 30-day substitute credential has expired. To remain in compliance, he should only be offered a contract and a start date when he can demonstrate his active credential or TCC. Does EP have a document that shows his 30-day substitute credential as being active? Also, can you submit a copy of the drafted contract for Jerry Fan? Thank you.

Active Credentials/Certificates Screenshot from CTC:



Expired Credentials Screenshot from CTC:



Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

Cindy Cortes <Cindy@escuelapopular.org> Fri, Dec 5, 2025 at 4:16 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: "Cisneros, Haydee" <cisnerosh@esuhsd.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Janet Contreras <janet@escuelapopular.org>

Hello Phillip,

Thank you for sharing the update and the screenshots regarding Jerry Fan's credential status. I appreciate your clarification on the respective roles and responsibilities of EPCTC, EPAFLC, and the District in ensuring compliance with credentialing requirements. I understand the District's position that EPCTC and EPAFLC should prioritize hiring credentialed candidates for teaching assignments to address vacancies meaningfully and demonstrate progress toward resolving the concerns outlined in the probationary status and violation notices.

Regarding Jerry Fan's credential status:
I've reviewed the screenshots from the CTC, and I acknowledge that his 30-day substitute credential appears to have expired.
As you've noted, to remain in compliance, any contract or start date for Jerry Fan should be contingent upon him providing proof of an active credential or TCC.

Please note that our goal for Jerry Fan is to secure a Short-Term Staff Permit (STSP) for him to serve in this assignment. We believe this pathway will allow him to meet the credentialing requirements in a timely manner while ensuring compliance.

To address your questions:
Active Credential Documentation: I will follow up with EPCTC and EPAFLC to determine if there is any documentation showing Jerry Fan's 30-day substitute credential as active. If such documentation exists, I will share it with you promptly.

Drafted Contract: I will request a copy of the drafted contract for Jerry Fan from the relevant LEA and submit it to you as soon as it's available.

Please let me know if there are any additional details or steps you require from our end to ensure alignment with the Education Code and charter petition requirements. I am committed to working collaboratively to address these compliance matters and support EPCTC and EPAFLC in making meaningful progress toward resolving the District's concerns.

Thank you again for your diligence and guidance. I look forward to your further instructions.

[Quoted text hidden]

Cindy Cortes <Cindy@escuelapopular.org> Thu, Dec 11, 2025 at 5:36 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: "Cisneros, Haydee" <cisnerosh@esuhsd.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Janet Contreras <janet@escuelapopular.org>

Hello Phillip,

Please note that we will be moving forward with offering Jerry Fan a Substitute Teacher employment offer.

Jerry has renewed his 30-Day Substitute Permit.

Best Regards,
Cindy
[Quoted text hidden]

JERRY_FAN_Certificate_250313963.pdf
152K

Gedeon, Phillip <gedeonp@esuhsd.org> Mon, Dec 15, 2025 at 5:48 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: "Cisneros, Haydee" <cisnerosh@esuhsd.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Janet Contreras <janet@escuelapopular.org>
Bcc: Bjorn Berg <bergbj@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>, Rogelio Ruiz <rruiz@ruizedulaw.com>, Glenn Vander Zee <vanderzeeg@esuhsd.org>, Bill Schuetz <wschuetz@dwkesq.com>

Aloha Cindy,

Thank you for the update. Can you confirm the following: 1) class and school for which he will be substituting? 2) Start date 3) Contract

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

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Cindy Cortes <Cindy@escuelapopular.org> Wed, Dec 17, 2025 at 10:41 AM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: "Cisneros, Haydee" <cisnerosh@esuhsd.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>, Janet Contreras <janet@escuelapopular.org>

Hello Phillip,

He will be contracted as a on call substitute. We are currently working with him on the start date and contract. As soon as we have that information, I will let you know.

Best regards,
Cindy

Exhibit G

	Days Listed	Classes Listed	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6-8th Grade Math	6-8th Grade PE	6-8th Grade Science	6th Grade Social Studies	7th Grade Social Studies	8th Grade English Language Arts	9-12th Grade PE	BCS1	CCSS 1	CCSS 2	Conversational English	ELD 1	ELD 1A	ELD 1B	ELD 2	ELD 2A	ELD 2B	ELD 3	ELD 3A	ELD 3B	English 1	English 2	English 3	English Language Arts	English/ELD Lab	Fine Art	Geo	High School PE	Intro Math I	Intro Science 1	Intro Science 2	Intro Science 3	Intro to Arts	Kinder	Math II	Math III	Math Lab	PE 1	PE 2	Social Studies	Spanish	Spanish for Spanish Speakers	Study Hall	Study Skills	TK	US Gov	US His	World History
			5	5	6	27	5	2	4	54	29	1	1	1	84	13	13	16	13	108	75	5	60	27	3	12	28	9	10	5	30	31	2	3	38	2	28	24	1	2	35	2	1	9	2	1	1	1	23	76	60	1	5	4	2
Jesus Deloya	90	120	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	2	0	18	27	0	1	19	0	0	21	1	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	21	0	0	0	0
Anayeli Gallegos	82	113	0	0	0	0	0	0	0	0	0	0	0	0	0	11	11	1	0	47	3	4	1	2	0	1	0	0	0	0	0	0	0	1	2	0	2	4	0	0	0	0	0	2	1	0	0	0	6	5	7	0	1	1	0
Amber Gonzalez	46	65	0	0	0	0	0	0	2	0	5	1	0	0	0	0	0	0	0	5	1	0	25	0	0	0	1	0	1	1	6	6	0	0	0	0	4	4	0	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0
Araceli Aguayo	46	46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marivel Espinoza	39	72	0	0	0	6	0	0	0	0	0	0	0	0	29	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1	0	0	0	0	0	28	2	0	1	1	0
Luis Garcia	37	49	2	0	0	0	1	0	0	0	0	0	0	1	0	0	0	1	0	1	2	0	2	0	0	2	2	0	1	1	0	0	0	1	0	0	1	1	0	1	19	0	0	2	0	0	0	0	2	1	3	0	1	0	1
Vanessa Tran	31	31	0	0	0	0	0	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sally Mendoza	29	29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nicholas Hardy	28	29	0	0	0	0	2	0	0	25	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Isaias Rivera	27	27	0	0	0	0	0	0	0	27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Richard Abrego	21	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cindy Arroyo	15	15	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Anthony Luna	13	21	0	0	0	5	1	0	0	0	2	0	0	0	0	0	0	0	1	0	0	0	0	1	0	2	0	0	0	0	2	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	2	1	0	0	0	0
Randy Herrera	13	17	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	1	0	0	2	0	1	0	1	0	0	1	0	0	0	0	0	0	5	0	1	1	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0
Yuliana Campos	12	16	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	2	1	0	0	1	0	0	2	0	0	0	0	0	1	1	0	0	0
Nadia Dabaie	11	32	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Arelis Jaimes	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lance Gabriele Bensan	10	15	0	1	0	0	0	0	0	1	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0
Aaron Gonzalez	8	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	1	3	3	0	0	0	0	0	1	0	0	0	0	2	0	2	0	0	0	0
Charnice Haynes	8	24	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Olga Rodriguez	8	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	8	0	0	0	0
Zachary Kim	8	17	0	0	0	0	0	1	0	1	0	0	0	0	0	1	1	1	0	0	0	0	0	1	0	0	0	1	1	0	1	1	0	0	0	0	2	1	1	0	0	1	1	0	0	0	0	0	0	0	1	0	0	0	0
Gabrielle Strong	7	14	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1	0	1	1	0	0
NWEA/Fernando Medina	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oliver Nguyen	6	9	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Ariadna Hernandez	5	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	3	0	0	0	0	0	0
Astrid Hernandez	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fernando Medina	5	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0
Randy Hernandez	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Demphina Ogutu	4	4	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Esperanza Torrez	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Hortencia Torres	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Judith Cortes	4	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
Raymond Lam	4	4	2	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sebastian Salvidar	4	5	0	0	0	0	1	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Jennifer Proffitt	3	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Joseph Eddings	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Julian Gonzalez	3	9	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0
Litzy Hernandez	3	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Luis Villalvazo	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
NWEA/Olivia Cortes	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Olivia Cortes	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0
Sargon Betmansour	3	3	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Silvia Cortes	3	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Christian Espinoza	2	4	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0

	Days Listed	Classes Listed	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6-8th Grade Math	6-8th Grade PE	6-8th Grade Science	6th Grade Social Studies	7th Grade Social Studies	8th Grade English Language Arts	9-12th Grade PE	BCS1	CCSS 1	CCSS 2	Conversational English	ELD 1	ELD 1A	ELD 1B	ELD 2	ELD 2A	ELD 2B	ELD 3	ELD 3A	ELD 3B	English 1	English 2	English 3	English Language Arts	English/ELD Lab	Fine Art	Geo	High School PE	Intro Math I	Intro Science 1	Intro Science 2	Intro Science 3	Intro to Arts	Kinder	Math II	Math III	Math Lab	PE 1	PE 2	Social Studies	Spanish	Spanish for Spanish Speakers	Study Hall	Study Skills	TK	US Gov	US His	World History
			5	5	6	27	5	2	4	54	29	1	1	1	84	13	13	16	13	108	75	5	60	27	3	12	28	9	10	5	30	31	2	3	38	2	28	24	1	2	35	2	1	9	2	1	1	1	23	76	60	1	5	4	2
Debra Avelar Castaneda	2	5	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Elsie Awuah	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Lauren Zink	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Liliana Mancilla	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Magali Tapia	2	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	1
Marie Ballentine	2	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NWEA/Esperanza Torrez	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheng Mao	2	4	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
Adriana Ahluwalia	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alejandra Almanza	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Aleli Ramirez	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alessandro Pardini	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ana Munoz	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Angelica Duarte	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Anila Ebrahimi Azar	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Christian Orozco	1	2	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Christopher Shead	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dan Yan	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Eduardo Martinez	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0
Ethan Stanton	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Gregory Vlahakis	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ha Tran	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jasmeet Kaur	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Natasha Forsberg	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Nathan Nguyen	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0
Omar Montes	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0
Paul Alfaro	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob Hemmings	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Rosalba Gomez	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Saad Anwar	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sebastian Saldivar	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Yesenia Lopez	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

Exhibit H

November 17, 2025

Dear Superintendent Vander Zee,

This letter, along with the enclosed exhibits, constitutes Escuela Popular's official response to the Notice of Violation for Escuela Popular Center for Training and Careers (EPCTC), which was approved at the East Side Union High School District's October 16, 2025 Board Meeting. This response has been approved for submission to the District by the Escuela Popular Board of Directors.

Within this response, please find Escuela Popular's demonstration of EPCTC's compliance with the credentialing requirements of Education Code section 47605(l) as of the October 16, 2025 District Board Meeting. Please also find Escuela Popular's refutation of information upon which the District based its previous findings regarding EPCTC credentialing.

Response to Claimed Violation of Law- EPCTC's Compliance with Education Code section 47605(l)

In its October 16, 2025 Notice of Violation issued to EPCTC, the District claimed the following violation of law:

> Education Code section 47605(l) provides in part: "Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority."
>
> The District has determined that a significant percentage of EPCTC teachers do not possess the appropriate teaching credential(s) and/or English Learner (EL) Authorization for their teaching assignment, and therefore, EPCTC is not in compliance with California Education Code section 47605(l). Failure to ensure that all teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment violates Education Code section 47605(l).

However, as of the October 16, 2025 District Board Meeting, the data demonstrates EPCTC was in compliance with the requirements of Education Code section 47605(l). Copies of the credential documents for Escuela Popular's teachers are enclosed as Exhibit A. Power School screen shots of the mid-October 2025 master schedules for both schools are enclosed as Exhibit B. The following are the EPCTC teachers with active assignments as of the evening of October

16, 2025, along with their respective credentials and an analysis of compliance with Education Code section 47605(l) on that date:

1. **Cantera, Adan**
    a. Teaching Assignment:
        i. CCSS Integrated Math
        ii. Study Skills
    b. Credentials:
        i. Clear Single Subject Teaching Credential in Math
        ii. BCLAD/ Bilingual Authorization
    c. Explanation of Compliance:
        i. Clear Single Subject Teaching Credential in Math authorizes teaching Integrated Math
        ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
        iii. BCLAD authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
        iv. The CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))
        v. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

2. **Carreron[1] Padilla, Sergio**
    a. Teaching Assignment:
        i. Spanish for Spanish Speakers
        ii. ELD
    b. Credentials:
        i. Clear Single Subject Teaching Credential in Spanish
        ii. BCLAD/ Bilingual Authorization
    c. Explanation of Compliance:
        i. Clear Single Subject Teaching Credential in Spanish authorizes teaching Spanish for Spanish Speakers

[1] This teacher's name is sometimes spelled "Carreon."

ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
iii. BCLAD/ Bilingual Authorization authorizes teaching in a dual immersion/ bilingual program or courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
iv. The CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

3. **Cifuentes, Alba Liliana**
    a. Teaching Assignment:
        i. Physical Education
    b. Credentials:
        i. Single Subject Teaching Credential in Physical Education
        ii. Emergency BCLAD/ Bilingual Authorization (TCC approved)
    c. Explanation of Compliance:
        i. Single Subject Teaching Credential in Physical Education authorizes teaching Physical Education
        ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
        iii. BCLAD/ Bilingual Authorization authorizes teaching courses designed for English Learners (see Exhibit C; 5 CCR § 80015.2 (c))
        iv. The TCC for BCLAD counts for this because a Temporary County Certificate (TCC) is a "Commission on Teacher Credentialing **certificate**, permit, or other document" for purposes of Ed Code 47605(l) (emphasis added)

4. **Cortes Valencia, Silvia Roxana**
    a. Teaching Assignment:
        i. ELD
    b. Credentials:
        i. Single Subject Teaching Credential in Biological Sciences & Chemistry

ii. BCLAD/ Bilingual Authorization

c. Explanation of Compliance:
   i. This teacher does have a BCLAD/Bilingual Authorization, which authorizes teaching ELD (see Exhibit C; 5 CCR § 80015.2 (c))
   ii. The CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

5. Cruz Gonzalez, Adriana

a. Teaching Assignment:
   i. Conversational English
   ii. Study Skills
   iii. English
b. Credentials:
   i. Clear Single Subject Teaching Credentials in English and World Languages: French
   ii. EL Authorization/ CLAD
c. Explanation of Compliance:
   i. The Clear Single Subject Teaching Credential in English, with the EL Authorization/ CLAD, authorizes teaching the English classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

6. Flores, Miriam

a. Teaching Assignment:
   i. Conversational English
   ii. English
b. Credentials:
   i. Clear Single Subject Teaching Credential in English
   ii. EL Authorization/CLAD
c. Explanation of Compliance:

i. The Clear Single Subject Teaching Credential in English, with the EL Authorization/ CLAD, authorizes teaching the English classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)

7. **Gonzalez, Aaron Raul**
    a. Teaching Assignment:
        i. Integrated Science
    b. Credentials:
        i. Short Term Staffing Permit in Biological Sciences
        ii. EL Authorization
    c. Explanation of Compliance:
        i. A Short Term Staffing Permit (STSP) is a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
        ii. "A Single Subject Short-Term Staff Permit with an English learner authorization authorizes the same service as a Single Subject Teaching Credential with an English learner authorization." (5 CCR § 80021 (e)(3))
        iii. "The holder of the single subject teaching credential in science shall be qualified and authorized to teach courses in general science, introductory science, integrated science, and coordinated science in kindergarten and grades 1 to 12, inclusive." (Ed. Code, § 44257.2 (c)(2))
        iv. EL Authorization allows him to teach classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

8. **Hernandez, Litzareli**
    a. Teaching Assignment:
        i. Study Skills
        ii. Integrated Science
    b. Credentials:
        i. Single Subject Teaching Credential in Biological Sciences (Intern Credential)
        ii. EL Authorization
    c. Explanation of Compliance:

i. Single Subject Teaching Credential in Biological Sciences allows her to teach Integrated Science
ii. "The holder of the single subject teaching credential in science shall be qualified and authorized to teach courses in general science, introductory science, integrated science, and coordinated science in kindergarten and grades 1 to 12, inclusive." (Ed. Code, § 44257.2 (c)(2))
iii. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
iv. "University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder's employer, in the area or subject listed on the credential" (see Exhibit C)
v. EL Authorization authorizes teaching classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
vi. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

9. Hernandez, Maria Guadalupe

a. Teaching Assignment:
   i. Math Lab
   ii. CCSS Integrated Math
   iii. Study Skills
b. Credentials:
   i. Clear Single Subject Teaching Credential in Foundational Level Mathematics
   ii. BCLAD/ Bilingual Authorization
   iii. Clear Multiple Subject Teaching Credential
c. Explanation of Compliance:
   i. Clear Single Subject Teaching Credential in Math authorizes teaching Integrated Math and Math Lab
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. BCLAD/ Bilingual Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
   iv. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

10. Kinne, Michael John

a. Teaching Assignment:
   i. English
   ii. Fine Art
b. Credentials:
   i. Clear Single Subject Teaching Credential in English
   ii. EL Authorization/CLAD
   iii. GELAP in Art
c. Explanation of Compliance:
   i. The Clear Single Subject Teaching Credential in English, with the EL Authorization/ CLAD, authorizes teaching the English classes designed for English learners
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. EL Authorization/ CLAD authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   iv. The General Education Single Subject Limited Assignment Teaching Permit (GELAP) authorizes the holder to teach the subject area(s) listed in grades twelve and below, including preschool, and in classes organized primarily for adults (see Exhibit C, p. EP-130)
   v. A GELAP is a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
   vi. The Commission on Teacher Credentialing reviewed the requirements and approved the GELAP for this teacher (see 5 CCR § 80027)

11. Lopez Sandoval, Martha Lidia

a. Teaching Assignment:
   i. ELD
b. Credentials:
   i. Clear Multiple Subject Teaching Credential
   ii. BCLAD/ Bilingual Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. This teacher does have a BCLAD/Bilingual Authorization, which authorizes teaching ELD

ii. BCLAD authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (c))
iii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

12. Medina, Fernando

a. Teaching Assignment:
   i. Physical Education
b. Credentials:
   i. Clear Single Subject Teaching Credential in Physical Education
   ii. EL Authorization/ CLAD
c. Explanation of Compliance:
   i. Single Subject Teaching Credential in Physical Education authorizes teaching Physical Education
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

13. Mendoza-Gutierrez, Sally

a. Teaching Assignment:
   i. ELD
b. Credentials:
   i. Clear Single Subject Teaching Credential in Special Education (Mild to Moderate)
   ii. EL Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. This teacher does have an EL Authorization, which authorizes teaching ELD
   ii. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   iii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a

prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

14. Murillo Villeda, Ericka

a. Teaching Assignment:
    i. Spanish for Spanish Speakers
b. Credentials:
    i. Single Subject Teaching Credential in Spanish (Intern Credential)
    ii. EL Authorization
    iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
    i. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
    ii. A Single Subject Teaching Credential in Spanish (Intern Credential) authorizes teaching Spanish for Spanish Speakers
    iii. “University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder’s employer, in the area or subject listed on the credential” (see Exhibit C, p. EP-151)
    iv. A Single Subject Teaching Credential “authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults” (see Exhibit C; Ed. Code, § 44258)
    v. The EL Authorization authorizes her to teach classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

15. Palacios Ceballos, Judith Maria

a. Teaching Assignment:
    i. ELD
b. Credentials:
    i. Single Subject Teaching Credential in Spanish
    ii. EL Authorization/ CLAD
c. Explanation of Compliance:
    i. This teacher does have an EL Authorization, which authorizes teaching ELD
    ii. The EL Authorization authorizes her to teach classes designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

iii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

16. Razo Cortez, Norma Lizette

a. Teaching Assignment:
   i. Study Skills
   ii. World History & Geography
   iii. U.S. Government
   iv. U.S. History & Geography
b. Credentials:
   i. Clear Single Subject Teaching Credential in Social Science
   ii. EL Authorization/ CLAD
c. Explanation of Compliance:
   i. Single Subject Teaching Credential in Social Science authorizes teaching these subjects (see 5 CCR § 80005 (a)(16))
   ii. EL Authorization means this instructor is authorized to teach courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

17. Rodriguez Montenegro, Olga Margarita

a. Teaching Assignment:
   i. Spanish for Spanish Speakers
b. Credentials:
   i. Single Subject Teaching Credential in Spanish (Intern Credential)
   ii. EL Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
   ii. Single Subject Teaching Credential in Spanish (Intern Credential) authorizes teaching Spanish for Spanish Speakers
   iii. “University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder’s employer, in the area or subject listed on the credential” (see Exhibit C, p. EP-151)
   iv. A Single Subject Teaching Credential “authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades

preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)

v. EL Authorization means this instructor is authorized to teach courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

18. Sanchez Barrera, David Israel

a. Teaching Assignment:
   i. Math Lab
   ii. CCSS Integrated Math
b. Credentials:
   i. Short Term Staffing Permit in Math
   ii. EL Authorization
c. Explanation of Compliance:
   i. A Short Term Staffing Permit (STSP) is a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
   ii. "A Single Subject Short-Term Staff Permit with an English learner authorization authorizes the same service as a Single Subject Teaching Credential with an English learner authorization." (5 CCR § 80021 (e)(3))
   iii. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

19. Stanton, Ethan Ashkin

a. Teaching Assignment:
   i. English
b. Credentials:
   i. Clear Single Subject Teaching Credentials in English and Social Science
   ii. EL Authorization
c. Explanation of Compliance:
   i. Clear Single Subject Teaching Credential in English authorizes him to teach English
   ii. A Single Subject Teaching Credential "authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes, such as those in most middle schools and high schools, in grades preschool, K-12, or in classes organized primarily for adults" (see Exhibit C; Ed. Code, § 44258)
   iii. EL Authorization authorizes him to teach courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

20. Tapia, Magali

a. Teaching Assignment:
   i. World History & Geography
   ii. U.S. Government
   iii. U.S. History & Geography
   iv. Study Skills
b. Credentials:
   i. Single Subject Teaching Credential in Social Science (Intern Credential)
   ii. EL Authorization
   iii. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. An Intern Credential is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
   ii. Single Subject Teaching Credential in Social Science (Intern Credential) authorizes teaching these courses (see 5 CCR § 80005 (a)(16))
   iii. "University Intern Teaching Credentials authorize the holder to serve, under the supervision of a Commission-approved college or university and the holder's employer, in the area or subject listed on the credential" (see Exhibit C, p. EP-151)
   iv. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))
   v. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

21. Torres Hermosillo, Hortencia

a. Teaching Assignment:
   i. Study Skills
   ii. ELD
b. Credentials:
   i. Variable Term Waiver in Physical Education
   ii. Emergency 30-Day Substitute Teaching Permit
   iii. Pending Application for Short Term Staffing Permit in Social Science with EL Authorization/ CLAD (TCC approved by SCCOE)
c. Explanation of Compliance:
   i. Short Term Staffing Permit in Social Science with EL Authorization/ CLAD authorizes teaching ELD
   ii. CTC does not require a particular underlying teaching credential to teach ELD, as long as it is a type of teaching credential that is allowable as a

prerequisite to get the BCLAD or EL Authorization (see 5 CCR § 80015.2 (b)(1))

iii. This teacher can use these credentials because of the TCC approved by SCCOE while the application is pending
iv. A Temporary County Certificate (TCC) is a "Commission on Teacher Credentialing **certificate**, permit, or other document" for purposes of Ed Code 47605(l) (emphasis added)
v. A Short Term Staffing Permit is also a "Commission on Teacher Credentialing certificate, **permit**, or other document" for purposes of Ed Code 47605(l) (emphasis added)
vi. "A Single Subject Short-Term Staff Permit with an English learner authorization authorizes the same service as a Single Subject Teaching Credential with an English learner authorization." (5 CCR § 80021 (e)(3))
vii. This teacher is also credentialed to teach Study Skills per CTC's CALPADS course codes (see Exhibit D)

22. Villalvazo Rodriguez, Luis David

a. Teaching Assignment:
    i. CCSS Integrated Math
b. Credentials:
    i. Variable Term Waiver in Math with EL Authorization (TCC approved)
c. Explanation of Compliance:
    i. A Variable Term Waiver is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
    ii. Variable term waivers are waiver requests that are reviewed by Commission staff and acted upon by the Commission at a regularly scheduled meeting (see Exhibit C, p. EP-113)
    iii. A Temporary County Certificate (TCC) is also a "Commission on Teacher Credentialing **certificate**, permit, or other document" for purposes of Ed Code 47605(l) (emphasis added)
    iv. An individual with a TCC is authorized to teach in the assignment for the pending credential under Ed Code 44332
    v. EL Authorization authorizes teaching courses designed for English learners (see Exhibit C; 5 CCR § 80015.2 (b))

23. Vacancies as of October 16, 2025[2]

a. Teaching Assignments:
   i. Physical Education
   ii. Four (4) ELD Assignments
   iii. Study Skills
b. Credentials:
   i. Emergency 30-Day Substitute Teaching Permit
c. Explanation of Compliance:
   i. Vacant courses are staffed by various instructors with Emergency 30-Day Substitute Teaching Permits
   ii. An Emergency 30-Day Substitute Teaching Permit is a "Commission on Teacher Credentialing certificate, permit, or other document" for purposes of Ed Code 47605(l)
   iii. A sub permit authorizes teaching in "any classroom" per 5 CCR § 80025
   iv. An EL Authorization or BCLAD is not needed if teaching on an Emergency 30-Day Substitute Teaching Permit ("any classroom" includes specialized classrooms such as special education and English learner classrooms) See 5 CCR § 80025

Commission on Teacher Credentialing (CTC) webpages explaining the different types of credentials, permits, and authorizations are enclosed as Exhibit C. The relevant CTC CALPADS course codes are enclosed as Exhibit D. CALPADS is an online tool that the CTC offers to instruct school administrators about which credentials can be used to teach which courses. A key explaining the different acronyms for credentials is enclosed as Exhibit E.

Response to Claimed Violation of Charter- EPCTC's Compliance with the Credentialing Requirements of its Charter, which Mirror Education Code section 47605(l)

In its October 16, 2025 Notice of Violation issued to EPCTC, the District claimed the following violation of the school's charter:

EPCTC has violated the following conditions, standards, or procedures set forth in the Charter:

The Assurances provided in the Charter expressly state that EPCTC:
9. Will meet all requirements for employment set forth in applicable provisions

[2] In its October 16, 2025 spreadsheet, Escuela Popular organized its data by teacher and included the name and credential for substitute teachers covering vacant courses. This may have created confusion. Escuela Popular has remedied this by ensuring that courses staffed by substitute teachers are labeled as "vacancies" instead of listing the substitute teacher's name. This has also been corrected on PowerSchool.

of law, including, but not limited to credentials, as necessary.
10. Will ensure that teachers in the school hold a Commission on Teacher Credentialing certificate permit, as required by law.

Element 5, "Employee Qualifications" in the Charter (p. 30) also provides:
EPCTC retains and employs teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing.

The Notice of Violation states that EPCTC has violated these terms of its charter "by failing to ensure that all of its teachers hold a valid California teaching credential(s) with the appropriate EL Authorization for their teaching assignment." This credentialing requirement, as articulated in the charter, is simply a requirement that the school comply with California credentialing law in its assignment of teachers to courses. The charter specifically states that Education Code section 47605(l) is the applicable credentialing standard.

For the reasons stated above, the data demonstrates EPCTC was in compliance with Education Code section 47605(l) as of October 16, 2025. The school's charter does not require its teachers to hold credentials above and beyond what is mandated by Education Code section 47605(l).

Refutation of District's Evidence in Notice of Violation

Some of the evidence attached to the District's Notices of Violation for EPCTC and EPAFLC contains incorrect information. The following is a list of some of these inaccuracies, along with citations to evidence:

Inaccuracies in Exhibits to Notice of Violation:

- The March 26, 2025 letter from the District claimed that Adriana Cruz did not have a BCLAD. In reality, Adriana Cruz Gonzalez (which is her full name) has a Clear Single Subject Teaching Credential in English, with the EL Authorization/CLAD, which authorizes teaching the English classes designed for English learners. She does not need a BCLAD for this (see Exhibit F).
- The October 2, 2025 letter from the District claimed that, as of September 18, 2025, only nine (9) out of thirty-six (36) teachers at EPCTC had a valid teaching credential and EL authorization for their teaching assignment and claimed this meant that 75% of EPCTC's teachers did not have a valid teaching credential and EL Authorization for their assignment at that time. **This is misleading**. In reality, Escuela Popular had to re-staff its

CTE courses mid-year in response to the District's insistence that Escuela Popular not include any CTE courses at either of its schools. The District had required that Escuela Popular present a plan for this by September 15, 2025, and Escuela Popular did produce a Corrective Action Plan by that date, indicating a rollover date of September 29, 2025 for Escuela Popular to make the corrections. The September 15, 2025 Corrective Action Plans for both schools are enclosed as Exhibit G. Given this, of course if the District checked on September 18, 2025, the corrections may not all have been made yet. The District did not consider the teachers with CTE credentials to be "properly credentialed" for any course at the school, because it did not acknowledge the CTE courses as valid. The September 29, 2025 rollover date for the new ELD courses proposed in the Corrective Action Plan had not happened yet as of September 18, 2025.

- Additionally, the District's assertion that only 9 out of 36 teachers at EPCTC had valid credentials for their assignments on September 18, 2025 is **factually inaccurate**. At the October 16, 2025 Board Meeting, the District presented a September 18, 2025 document titled "EPAFLC & EPCTC 2025-2026 Teacher Credential Analysis Tallys" (enclosed as Exhibit H). This document contains errors—for example:
    - It says "None" in the "Teaching Credential" column for Maria G. Hernandez (see Exhibit H). However, Maria Guadalupe Hernandez actually has a Clear Single Subject Teaching Credential in Foundational Level Mathematics, a BCLAD/ Bilingual Authorization, and a Clear Multiple Subject Teaching Credential (see Exhibit A, p. EP-38-39).
    - It says Alejandra Almanza was a teacher at both schools, when she was really only a teacher at EPCTC and not EPAFLC.
    - It says "None" in the teaching credential column for Aaron Gonazlez. This is inaccurate. According to the CTC website, Aaron Raul Gonzalez had a STSP for biological sciences effective August 1, 2025 through July 1, 2026 (see Exhibit A, p. EP-31). There are multiple "Aaron Gonzalez" teachers in California listed on the CTC website.
    - It says "Partially" in the credential status column for Michael J. Kinne and indicates that he did not yet have a GELAP. This is inaccurate. According to the CTC website, Michael Kinne had a GELAP for Art effective August 1, 2025 through September 1, 2026 (see Exhibit A, p. EP-44).
    - It lists Juan Marquez as teaching P.E. at both schools, when Juan Marquez is actually a paraprofessional.
    - It lists Sandra Rodriguez as teaching Basic Computer Skills, Study Skills, and Study Hall at both schools, when Ms. Rodriguez had already been removed from the classroom as of September 18, 2025.
    - It indicates that Ethan Stanton needs the BCLAD (BASP). This is inaccurate. Ethan Stanton does not teach in the dual immersion/bilingual program, so he does

not need a BCLAD. He has an EL Authorization to teach classes for English learners at both schools (see Exhibit A, p. EP-80).

- It indicates that Magali Tapia needs the BCLAD (BASP). This is inaccurate. Magali Tapia does not teach in the dual immersion/bilingual program and does not need a BCLAD. The EL Authorization allows this teacher to teach classes for English learners at both schools (see Exhibit A, p. EP-82).
- The spreadsheet is inaccurate as to Hortencia Torres Hermosillo. According to the CTC website, Ms. Torres Hermosillo actually had a Variable Term Waiver TCC for Physical Education effective August 1, 2025 through September 30, 2025 (see Exhibit A, p. EP-84). The Physical Education position became a vacancy, but she was authorized to teach that course as of September 18, 2025. Ms. Torres Hermosillo also has a Career Technical Education (CTE) Credential, which authorized her to teach the previous CTE course. Ms. Torres Hermosillo now has a Social Sciences STSP TCC with EL Authorization (see Exhibit A, EP-85).
- The spreadsheet says "None" in the teaching credential column for Luis Villalvazo. This is inaccurate. According to the CTC website, Luis Villalvazo had a Short-Term Staffing Permit for Math effective August 1, 2025 through August 1, 2026 (see Exhibit A, p. EP-89).
- The spreadsheet only says "Sub" in the teaching credential column for Cristina Cisneros. This is inaccurate. Ms. Cisneros has a CTE Credential effective April 2025 through May 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).
- The spreadsheet says "None" in the teaching credential column for Angelica Duarte. This is inaccurate. Ms. Duarte has a CTE Credential effective June 2025 through July 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).
- The spreadsheet says "None" in the teaching credential column for Edith Gutierrez. This is inaccurate. Ms. Gutierrez has a CTE Credential effective April 2025 through May 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).
- The spreadsheet says "None" in the teaching credential column for Martha Leticia Rosales. This is inaccurate. Ms. Rosales has a CTE Credential effective April 2025 through May 2028. This instructor was no longer assigned to teach this course after the CTE courses were removed from the schedule by September 29, 2025 (see Mid-October 2025 Master Schedules enclosed as Exhibit B).

- The spreadsheet says "None" in the teaching credential column for David Israel Sanchez Barrera. This is inaccurate. According to the CTC website, David Sanchez Barrera actually had a Waiver for Single Subject Teaching Credential in Math effective August 1, 2025 through June 30, 2026 (see Exhibit A, p. EP-79). To access his credentials on the CTC website, you have to enter his name as "David Sanchez Barrera" without entering the middle name and with "Sanchez Barrera" as the last name.

- The October 2, 2025 letter from the District takes issue with the September 15, 2025 Corrective Action Plan's goal of achieving "90% of FTE will be Clear, Intern, *Out of Field, or Ineffective*" by October 1, 2025. The letter goes on to suggest that Out of Field or Ineffective meant the person would not have the proper authorization for their teaching assignment in California. **This is misleading**. "Out of Field" and "Ineffective" have specific definitions, and both include teachers who possess different types of **legal permits** to teach in their assignments under California law (see the California Department of Education's definitions webpage enclosed as Exhibit I):

  - An ineffective teacher is any of the following:
    - An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or
    - A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned)
    - An individual who holds no credential, permit, or authorization to teach in California.
    - Under this definition, teachers with the following limited emergency permits would be considered ineffective:
      - Provisional Internship Permits,
      - Short-Term Staff Permits
      - Variable Term Waivers
      - Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record
  - An out-of-field teacher is any of the following:

- A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned.
- Under this definition, the following limited permits will be considered out of field:
    - General Education Limited Assignment Permit (GELAP)
    - Special Education Limited Assignment Permit (SELAP)
    - Short-Term Waivers
    - Emergency English Learner or Bilingual Authorization Permits
    - Local Assignment Options (except for those made pursuant to the California Code of Regulations, Title 5, Section 80005[b])

Regardless of Previous Credentialing Violations Claimed by the District, EPCTC Should Be Given a Meaningful Opportunity to Make Corrections

The Notice of Violation indicated a deadline of November 17, 2025 for Escuela Popular to respond. Escuela Popular has since retained a private consultant to conduct a credentialing audit that would assess the school's compliance during the 2025-2026 school year and provide recommendations. The data demonstrates that EPCTC was in compliance as of the October 16, 2025 Board Meeting, but the school is ready and willing to make corrections if new compliance concerns are identified by the District.

California Education Code section 47607 governs circumstances where a District may legally revoke a charter school's charter. Ed. Code, § 47607 (g) states:

> Before revocation, the chartering authority shall notify the charter school of any violation of this section and **give the school a reasonable opportunity to remedy the violation**, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. (Emphasis added.)
> Ed. Code, § 47607 (h) states, in relevant part:
>
> Before revoking a charter for failure to remedy a violation pursuant to subdivision (f), and after expiration of the school's **reasonable opportunity to remedy without successfully remedying the violation**, the chartering authority shall provide a

> written notice of intent to revoke and notice of facts in support of revocation to the charter school. (Emphasis added.)

A school district may not revoke a charter based on previous violations where the school has not been given a reasonable opportunity to remedy the violations.

Escuela Popular has also formally requested mediation with the District using the dispute resolution processes outlined in each school's respective charter. Both EPCTC and EPAFLC's Dispute Statements, sent to the District on November 5, 2025, are enclosed as Exhibit J. To date, the District has not agreed to engage in mediation or dispute resolution with Escuela Popular before continuing with the charter revocation process.

The failure to mediate or meet with the parties' attorneys has prevented Escuela Popular from understanding why the District seems to disagree with the charter school about legal compliance. Due to a lack of understanding about why the District disagrees, the District is denying the charter school a meaningful opportunity to cure what the District believes is not compliant. Moving forward with revocation regardless of whether or not a charter school has cured the alleged violation, or without a meaningful opportunity to cure, would violate California law.

Proposed Remedial Action

EPCTC has made a good faith effort to comply with the credentialing requirements of Education Code section 47605(l) and the school's charter. This has involved extensive research regarding the relevant laws, regulations, and CTC guidance around credentialing and teacher assignments. California teaching credential law is complicated, and it is entirely possible that Escuela Popular has made inadvertent errors. To the extent that the District still disagrees with Escuela Popular's analysis and credentialing assignments, Escuela Popular requests that the school be given the chance to take the remedial action of correcting these assignments. In order to do this, Escuela Popular requests that the District identify which specific teaching assignments it believes are still improper and why the District believes the given assignment is noncompliant with Education Code section 47605(l) and/or the school's charter based on the additional information provided herein. Escuela Popular then requests a reasonable period of time to either correct the improper assignments or to provide additional assurances or evidence of compliance to satisfy the District that the assignment is proper.

As of November 17, 2025, Escuela Popular has a plan in place to address the current vacancies. Credentialing analysis is constantly shifting because the situation is subject to change. For example, if an individual with a TCC has an application denied, or an individual fails to pass a test, a position can turn into a vacancy. Currently, EPCTC has four vacancies. All Escuela

Popular teachers have a credential. The school is presently working to ensure that no teacher is misassigned. To the extent that some vacant courses are currently taught by substitute teachers, Escuela Popular does not plan to rotate substitute teachers through those courses indefinitely. All vacant courses with a substitute teacher in the course are part of Escuela Popular's recruitment and hiring effort and will be re-staffed. In addition, Escuela Popular's plan is to do the following going forward to ensure that the District is comfortable with its efforts to meet all credentialing laws:

- Resolve all current vacancies (as of November 17, 2025) by the end of January 2026 by replacing the substitute teacher with a credentialed long-term teacher. No substitute teacher will serve longer than 30 days in a classroom.
- Continue the recruitment and hiring effort throughout the remainder of the 2025-2026 school year so that the courses currently taught by teachers working double shifts can also be re-staffed for the 2026-2027 school year
- Implement a Credential Compliance Dashboard by February 20, 2025.
    - Use an automated system that tracks:
        - Credential type and authorization
        - Bilingual authorization status
        - Renewal dates and expiration alerts
        - SEID completion and CALPADS data accuracy
- Develop an Annual Internal Credentialing Calendar by January 23, 2025.
    - Include:
        - Fall assignment review
        - Mid-year audit
        - Spring renewal check
        - Annual leadership training on credential compliance
- Strengthen Credential Knowledge for HR Staff and Leadership
    - Any staff directly involved in credentialing should attend the Annual CCAC (Credential Counselors and Analysts of California) Conference.
    - Any staff directly involved in credentialing should attend all regional training offered by CCAC.
- Strengthen Hiring Practices
    - Include credential verification at the screening stage.
    - Require all candidates to provide preliminary credential documentation before interviews.
    - Create a bilingual teacher hiring strategy targeting credentialed, authorized educators.
- Provide Leadership & Teacher Training on Assignment Monitoring

    - Train leadership and department leads on CTC assignment rules.
    - Offer annual refreshers on local assignment options and what can/cannot be used in DLI programs.
- Conduct Quarterly Mini-Audits
    - Review assignments at the start of each quarter.
    - Cross-check the CTC status of each teacher.
    - Update CALPADS staff assignment records regularly.

Progress Toward Goal of Increasing Percentage of Escuela Popular Teaching Staff with Preliminary and Clear Credentials

Escuela Popular shares the District's goal of increasing the percentage of teaching staff with preliminary and clear credentials at both schools. To this end, Escuela Popular has initiated a mid-school year recruitment and hiring campaign in an effort to re-staff courses with permanent lead teachers wherever possible. Although the substitutes or teachers with temporary credentials are legally compliant to teach these courses, and therefore the District cannot revoke the charter school's charter, Escuela Popular acknowledges the stability and quality that can come from having a longer-term teacher in the classroom. Escuela Popular has interviewed at least seven applicants for these positions over the past approximately two months. Of those applications, two have accepted offers to join the Escuela Popular teaching staff. These two new teachers are Jennifer Proffitt and Rob Hemmings, both ELD teachers who will take on assignments at EPCTC in place of temporary substitutes.

Job postings for various Escuela Popular teaching positions are enclosed as Exhibit K. The recruitment and hiring effort is ongoing. Escuela Popular has retained a talent acquisition firm to assist in the re-staffing process (see Exhibit O).

In some cases, a teacher with a Temporary County Certificate for a pending credential application had the credential application later denied. This happened with two (2) teachers at EPCTC, one of whom also had an assignment at EPAFLC. Escuela Popular re-staffed these teachers' courses with substitute teachers to address the expiration of the TCCs. These teachers' courses are positions for which Escuela Popular is actively recruiting.

Additionally, Escuela Popular has teachers who will complete their credentialing process before the end of the 2025-2026 school year. Many of these teachers already had underlying clear single subject or multiple subject teaching credentials and were just working on clearing their EL Authorization or BCLAD.

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

History of Escuela Popular as an Asset to the San Jose Community and the East Side Union High School District

Escuela Popular was founded in 1986 as a grassroots school to address a growing need for English classes in the San Jose community. Over its decades of service, Escuela Popular has expanded to meet the needs of the community and now offers a variety of classes and services for its students. Escuela Popular's student population includes a large proportion of first-generation immigrants, which has been part of the school's mission since the beginning and continues to this day.

EPCTC is Escuela Popular's K-12 school for adults seeking a high school diploma. This is an asset to the San Jose community because it gives adult immigrant students a place to learn English, earn a high school diploma, and gain skills and knowledge to make them employable for the local workforce. If the District revokes EPCTC's charter, there **will be no other place** for these students to turn for a comparable program. EPCTC fills this particular need for the community, and the immigrant community in particular would be devastated to lose it. Further, it benefits the entire San Jose community to have such a school where adult immigrant students can gain skills to help them thrive in this country.

Escuela Popular is committed to working with the District to ensure continued credentialing compliance and find a path forward to protect both schools. If the District disagrees in any way about the credentialing status of any of Escuela Popular's teachers, Escuela Popular respectfully requests a meeting with the District to resolve the disagreement.

Sincerely,

Pablo Reguerin
Board Chair
Escuela Popular Board of Directors

Cc: East Side Union High School District Board of Trustees
Patricia Reguerin
William Schuetz, Esq.
Jerry Simmons, Esq.
Ellen Doty, Esq.

Exhibit 12

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

March 18, 2026

Via Email:
gedeonp@esuhsd.org

Phillip Gedeon, Coordinator of Charter School Oversight
East Side Union High School District
830 North Capitol Ave
San Jose, CA 95133

Re: Response to Request for Documentation from Substitute Vendor

Dear Mr. Gedeon,

On behalf of Escuela Popular del Pueblo ("Escuela Popular"), I am writing to respond to your request for additional documentation regarding credential documents from the third-party vendor that provides substitute teachers to EPCTC and EPAFLC for short (approximately 1-4 day) coverage of classes. After your inquiry, we reached out to our sub vendor, The Education Team, and requested credential documents (Emergency 30-Day Substitute Teaching Permits) for all of the subs that have been provided to Escuela Popular by the vendor throughout this school year. The requested credential documents are attached (see Exhibit A).

Upon requesting this information from the vendor, we were shocked to learn that the vendor had provided us substitute teachers with only a Bachelor's Degree, not a Substitute Teaching Permit, on several occasions. This is despite the vendor assuring from the beginning that its substitutes "meet all regulatory requirements," which is confirmed on the vendor's website (see screenshot attached as Exhibit B). Escuela Popular had no reason to believe that The Education Team, a trusted vendor that has been a staffing source for California schools (including many school districts) for 30 years, would provide it with unpermitted subs. The Education Team had assured Escuela Popular that it thoroughly vets the substitutes before providing them, and Escuela Popular reasonably relied on this representation.

Following this discovery, Escuela Popular promptly directed the vendor not to send any substitute teachers to its schools without an Emergency 30-Day Substitute Teaching Permit (or other authorizing credential). Escuela Popular also completed an accounting of which classes on which days had been taught by the unpermitted subs and has implemented a plan to revise apportionment at the next available window to reflect a decrease in apportionment for each day taught by an unpermitted sub.

It is worth noting that all of the unpermitted subs provided by the vendor had Bachelor's Degrees, and they therefore qualified for the Emergency 30-Day Substitute Teaching Permit but had just not obtained the permit for whatever reason. Still, Escuela Popular has taken appropriate steps to correct this problem and ensure that it does not continue in the future.

Escuela Popular appreciates the District's inquiry which identified this problem. Please reach out if you have any additional questions.

Sincerely,

Patricia Reguerin
Executive Director
Escuela Popular

Cc: District Counsel
Escuela Popular Counsel

4899-5191-0544, v. 3

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
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April 12, 2026

Via email
gedeonp@esuhsd.org

Phillip Gedeon, Coordinator of Charter School Oversight
East Side Union High School District
830 North Capitol Ave.
San Jose, CA 95133

Re: Response to District Findings for Denial of the Escuela Popular/Center for Training and Careers, Family Learning Charter Petition

Dear Mr. Gedeon,

Escuela Popular/Center for Training and Careers, Family Learning ("EPCTC" or the "Charter School"), a charter school operated by Escuela Popular del Pueblo ("Escuela Popular"), is in receipt of the East Side Union High School District ("ESUHSD" or the "District") staff's *Recommendations and Proposed Findings of Fact* ("Staff Report"), recommending denial of the renewal petition for EPCTC. Escuela Popular urges the ESUHSD Board of Trustees (the "Board") to decline to adopt the Staff Report, as the findings contained therein advocating for denial of the Charter School's charter petition are not consistent with the law and fail to meet the legal standard for denial of a Dashboard Alternative School Status ("DASS") charter school, which EPCTC indisputably is.

The Staff Report and its conclusions do not present an accurate review of the Charter School's charter petition. The Staff Report is ultimately founded on issues that have already been addressed by the Charter School multiple times, erroneous conclusions without factual basis, and positions inconsistent with state law and policy supporting approval of charters.

OVERVIEW OF THE LAW

Assembly Bill 1505 (2019) substantially changed the standards and criteria for charter renewal. Among them, a DASS charter school, like EPCTC, may only be denied with a finding that closure is in the best interest of students. A chartering authority may utilize Education Code[1] Section 47607(e) to deny renewal on the grounds specified in that subsection. However, Section 47607(e) only permits an authorizer to deny renewal following 30 days' notice and an opportunity to cure allegations from the chartering authority that "the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d)." (*See* Ed. Code, § 47607.). ESUHSD never provided such notice to EPCTC of a 47607(e) violation with the required 30 days' notice and reasonable opportunity to cure, so this reason for denial is unavailable.

Regarding DASS charter schools, Section 47607(c)(7) states:

[1] All statutory citations herein are to the Education Code, unless otherwise identified.

> In determining whether to grant a charter renewal for such a charter school [DASS], the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on **alternative metrics applicable to the charter school based on the pupil population served**. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The chartering authority may deny a charter renewal pursuant to this paragraph **only upon making written findings**, setting forth specific facts to support the findings, **that the closure of the charter school is in the best interest of students.**"
> (Emphasis added.)

Section 47607(c)(7) creates an extraordinarily high bar for chartering authorities to deny a charter renewal petition for a DASS charter school. To render a determination that closure is in the best interest of EPCTC students, the District would have to show, for example, that the schools those students could otherwise attend outperform EPCTC; that comparable or better services are offered at other schools; or that EPCTC is harming its students. Given a high bar for denial, the Legislature is deemed to have created extraordinary steps for the chartering authority to follow to nonrenew a DASS charter school. ESUHSD did not complete even ordinary steps.

The District's findings entirely ignore the legal standard and cannot be relied upon here to lawfully deny the Charter Petition. The District Board can only deny by finding that closure is in the best interest of EPCTC students. Because that is demonstrably untrue, as evidenced below, the Board cannot lawfully deny renewal of this charter.

THE STAFF REPORT CANNOT BE RELIED UPON TO LAWFULLY DENY THE CHARTER PETITION

The Staff Report recommends EPCTC be denied for the following findings:

> Based on the foregoing findings, including all referenced Exhibits, **District Staff recommends that the ESUHSD Board deny the renewal of EPCTC's Charter**. The recommendation for denial is based on findings that petitioners are demonstrably unlikely to successfully implement the educational program set forth in the EPCTC Renewal Petition.
>
> In order to deny the Renewal Petition the ESUHSD Board must make written findings setting forth specific facts to support the denial. Should the ESUHSD Board decide to deny renewal of the EPCTC's Charter, District staff recommends that the Board adopt this Staff Report as the written factual findings as the Board's written findings of fact in support of the denial.

ESUHSD's Staff Report cannot be relied upon to lawfully deny the Charter Petition. First, the Staff Report does not contain any findings at all for denial of a DASS charter school, let alone findings that meet the requirements of Sections 47607(c) or 47607(e), which require findings that closure is in the best interest of students or substantial fiscal or governance factors or not serving all students who wish to attend, respectively.

To the contrary, closure would acutely harm students because there are no similar programs at all in San Jose for these adult students to transfer to. Not only did District Staff not provide specific factual findings that closure is in the best interest of students, but they did not provide any alternative options for the students. EPCTC serves adult students whose education has been interrupted due to migration, family, homelessness, or changes in employment, but have a strong desire to complete their unfinished education. Many students came to the United States speaking little or no English. There is no comparable program to EPCTC that could serve this specific, vulnerable student population (of over 500 students) if EPCTC's charter is nonrenewed.

Additionally, the District incorrectly contends that EPCTC was uncooperative and the District was unable to thoroughly complete their requirements as the chartering authority. In reality, the District made demands above and beyond the legal requirements, such as demanding to interview Escuela Popular staff members without an attorney present. Sections 47607 and 47605 do not contemplate meetings with charter school staff members as part of charter renewal, and particularly not when authorizer staff is adopting an aggressive posture.

Response to District's Reasons for Closure of EPCTC

Reason #1: Site Visit and 1:1 Meetings

The District contends that EPCTC's administration failed to schedule one-on-one meetings prior to the oversight visit. The Staff Report states that "Prior to its meeting with EPCTC on October 27, 2025, the District requested to meet with additional EPCTC staff members in a subsequent one-on-one meeting as part of the renewal and annual oversight process, but EPCTC administration failed to schedule the meetings prior to the visit." " However, as evidenced in

Exhibit 1 on page 63 of the Staff Report, District Staff and EPCTC Staff had a conversation that morning to discuss the schedule of the 1:1 interviews. The email that the District is referring to was not a refusal to hold the meetings but instead informed the District that the Escuela Popular staff were ready for the interviews. The District then declined to continue the interviews during the site visit, deciding instead to use the afternoon time for a debrief.

The District then accuses EPCTC of refusing to cooperate with the District for the second set of one-on-one meetings because "legal counsel insisted on being present on behalf of EPCTC administration in the one-on-one meetings with EPCTC staff." Insisting on the presence of legal counsel does not amount to a refusal to allow meetings with staff. Indeed, both the Escuela Popular staff member in question and Escuela Popular's legal counsel were physically present at the Escuela Popular campus and ready for a meeting, when the District's counsel confirmed that the District was refusing to attend due to the presence of the attorney. The District has provided no legal authority for the proposition that Escuela Popular must make its staff available to the District without legal counsel present.

Despite District Staff's attempt to paint EPCTC as uncooperative, there is ample evidence in Exhibit 1 to the Staff Report to show the EPCTC's cooperation and communication with District Staff.

Reason #2: District Grievances from Renewal Process

The District Staff used their Staff Report to air their grievances that EPCTC did not agree to extend the timeline for the Charter Petition to be reviewed. However, Section 47605(b) states, "that date may be extended by an additional 30 days **if both parties agree to the extension.**" EPCTC had no legal obligation to agree to the District's request for an extension. Despite the District's insistence that EPCTC was not agreeable to extending the timeline, the District later states "by agreement the District and Escuela Popular del Pueblo mutually agreed to extend the deadline…"

The Staff Report is using an incorrect legal standard in analyzing a DASS school's renewal petition. The Staff Report's recommendation for denial "is based on findings that petitioners are demonstrably unlikely to successfully implement the educational program," which is not the correct legal standard. Further, the notion that the Charter Petition could be denied due to the District's non-legal "concerns" for student achievement and accountability is unacceptable and has no basis in law.

Reason #3: Application of Criteria for Renewal

Ultimately, while the District has produced a list of its grievances, it has failed to assemble findings to meet the legal requirements for nonrenewal of a DASS school. The Staff Report does not establish why the District's grievances would justify nonrenewal of EPCTC under the applicable legal standard.

As discussed above, Section 47607(c)(7) lists specific requirements for the renewal of a DASS school. As a DASS school, EPCTC is entitled to presumptive renewal because it met the agreed-upon alternative metrics. The District must consider EPCTC's performance on the Dashboard **and** the DASS alternative metrics that EPCTC and District agreed upon based on EPCTC's **pupil population served.** The District must then make written findings and demonstrate that closure is in the best interest of students. As evidenced below, the District failed to meet this standard. Below, please see reproduced excerpts of the District Staff's "findings" in *italics*, followed by the EPCTC's responses, in plain text.

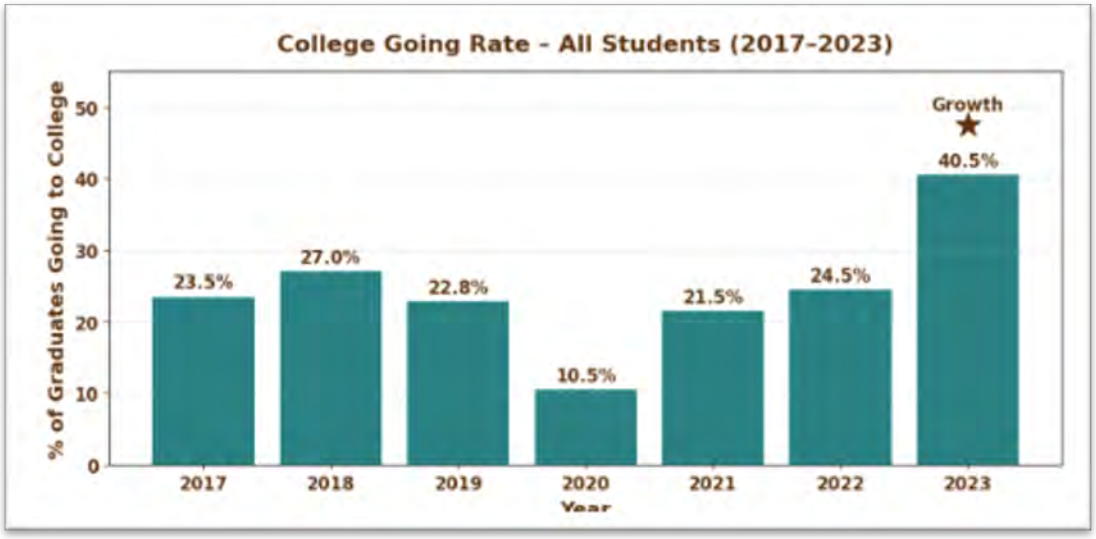
I. Dashboard Data

ELPI:
The District is concerned about the lack of progress in supporting English Learners given the student population of EPCTC and the significant decline in 2025.

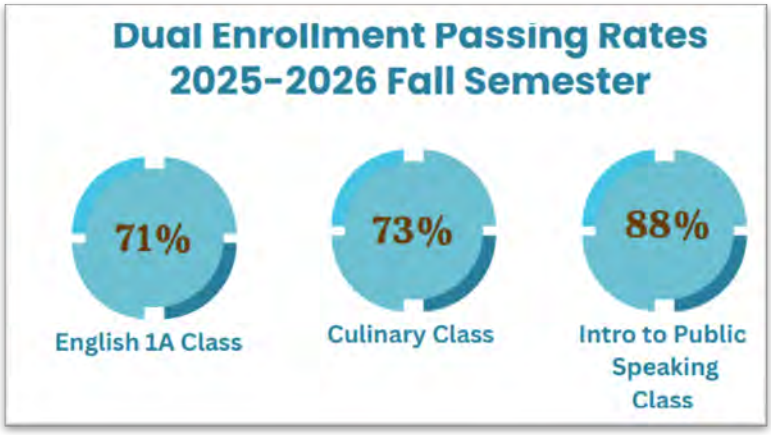
The District has simply stated a concern about the lack of progress in supporting English Learners but provided no finding as to how this concern supports a lawful finding for denial of the charter renewal petition. Further, the District's statement that there is a "lack of progress in supporting English Learners" is blatantly untrue. EPCTC provides extensive support to its English Learner students, as evidenced in the Charter Petition (pp. 34-67) as well as in the public comments in support of renewal at the February 12, 2026 ESUHSD Board Meeting.

CCI:
The District is concerned about the lack of preparation and progress in supporting English Learners, Hispanic students, and SED students in graduating College and Career Ready as defined by this Dashboard Indicator.

The District has simply stated a concern about EPCTC's progress on the College and Career Indicator, without anchoring it as a lawful finding for denial of the charter renewal petition. While EPCTC's CCI Dashboard metrics are below the State's, the District Staff made a gross generalization in stating there is lack of preparation for students. In working with students, EPCTC heard that students had low confidence applying to college and had a limited awareness of options. Therefore, EPCTC held college and career workshops, exposed students to dual enrollment, and provided targeted course pathways. Because of these actions, EPCTC has seen a significant increase of the students' college going rate over the charter term. In 2023 there was an almost 17% growth of students' college going rate.



Not only did the college going rate increase, but EPCTC saw success in the dual enrollment courses that were offered.



Further, it is patently unfair to compare EPCTC's CCI rate with the State's, which includes a significantly less disadvantaged population, comprised largely of teenagers who grew up in California. The whole point of DASS schools is to present an *alternative* to the *Dashboard*.

Graduation Rate:

The District is concerned about the lack of preparation and progress for all students and in supporting English Learners, Hispanic students, and SED students in meeting the graduation criteria as defined in the Graduation Rate Dashboard Indicator.

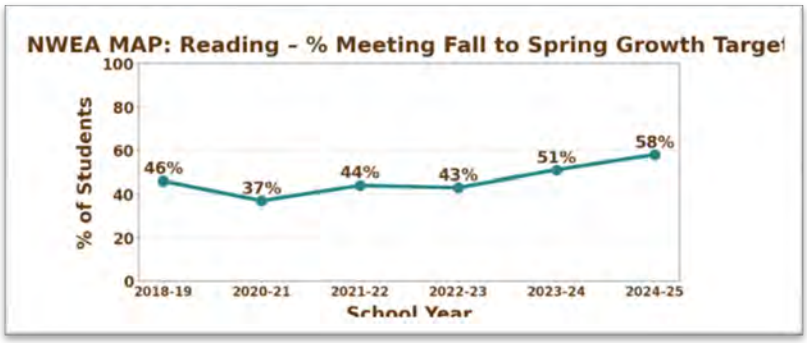
The data used for the Dashboard is created to calculate the four-year cohort rate used for comprehensive high schools. Because of EPCTC's unique student population, however, EPCTC has a DASS goal (alternative metric) aligned to graduation rate, discussed below.

II. DASS Alternative Metrics

Attendance Rate:
Goal: Meet or exceed an average of 75% yearly attendance. EPCTC is pleased that the District Staff recognized that this goal was met over the charter term.

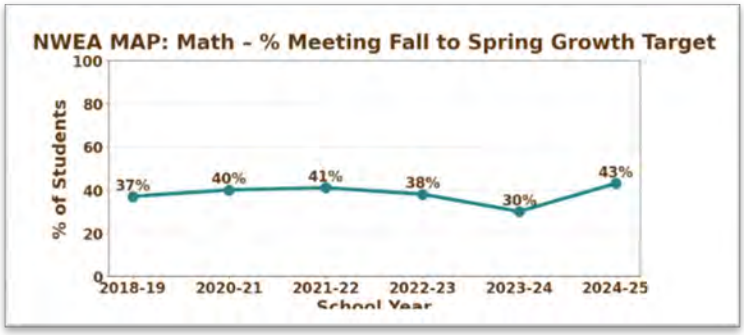
NWEA ELA Growth Target:
Goal: 40% of over 19 students meet ELD growth target

EPCTC is pleased to present data to show that more than 40% of students met the ELA growth target. While the 2020-21 school year took a slight dip in data because of the COVID-19 pandemic, EPCTC has seen a significant increase in performance with 58% of students meeting the target in the 2024-25 school year.



NWEA Math Growth Target
Goal: 55% of over 19 students meet Math growth target

While EPCTC did not meet the goal of 55%, 43% of students met growth targets in 2024-25. The Charter School is committed to implementing interventions to reach this goal upon renewal.



Graduation Rate
Goal: 80% of seniors will graduate within their senior year

The District expressed concern about the accuracy of EPCTC's self-reported graduation rate. However, the reported data represents the 1-Year DASS Graduation Rate, not the traditional cohort graduation rate used for comprehensive high schools. The DASS rate measures the percentage of students who complete high school within a single academic year, which is a more appropriate indicator for EPCTC's reengagement model serving adult credit-deficient and returning students.

The data reflecting the four-year cohort for comprehensive high schools shows a very small graduation rate for students. However, the DASS graduation rate data shows the one-year graduation rate increasing over 35% from 2022 to 2025. The District failed to take into consideration the Charter School's pupil population when presenting its data. Further, District Staff cites earlier data but omits 2025 data showing an 89.5% one-year graduation rate, demonstrating significant continued improvement aligned to the DASS model (up from a one-year graduation rate of 74.3% in 2024).

Four-year Cohort Used for Comprehensive High Schools

Dashboard Graduation Rate	2018	2019	2020	2021	2022	2023	2024	2025
All Students	80.3%	84.7%	68.6%	3.4%	2.1%	1.6%	3.3%	2.2%
Hispanic	80.3%	84.7%	68.6%	3.5%	2.2%	1.6%	3.4%	2.2%
SED	83.6%	85.7%	73.3%	2.9%	2.2%	2.1%	4.0%	2.4%

One Year Graduation Rate	2018	2019	2020	2021	2022	2023	2024	2025	Change from 2018 to 2025
All Students	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%	89.5%	+9.2%
Hispanic	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%	89.5%	+9.2%
SED	83.6%	85.7%	73.3%	n/a	51.3%	61.1%	74.2%	91.4%	+7.8%

Student Participation on the TEN Feedback Loop
Goal: 80% of student participation on the TEN feedback loop

This goal was partially met, at 63.6% participation. Despite the goal not being fully met, EPCTC is pleased with the results due to EPCTC's highly mobile student population.

Credits Completion
Goal: Complete 70% of total credits attempted

The District Staff is "*concerned by this inconsistency and EPCTC's Dashboard data showing 51.2% in 2022, 59.2% in 2024, and 74.3% in 2024*." The District failed to provide any findings around their concern, nor is there a Dashboard indicator regarding credits completed. The District Staff included data that connects with the Graduation Rate and not the Credit Completion. The District Staff did not provide appropriate findings and demonstrate that closure is in the best interest of students.

Increase Number of Enrolled Long Term Students
Goal: 10% increase in number of continuously enrolled/long-term students
EPCTC met and exceeded this goal.

In conclusion, the District's "findings" focus on items that EPCTC has addressed in collaboration with the District over the past several months. The District Staff continues to bring up the same issues with no specific facts to support a finding that closure is in the best interest of students. This ongoing attempt by the District Staff to undermine EPCTC is particularly concerning, given the extensive submission of requested documentation EPCTC has already provided to the District during the charter renewal process. While the District has enumerated all of its grievances, it has failed to do the meticulous work required to assemble findings to meet the legal requirement.

Ultimately, the District failed to accurately consider the EPCTC's performance on the Dashboard and the DASS alternative metrics that EPCTC and the District agreed upon based on the EPCTC's **pupil population served.** Furthermore, the District failed to make written findings which would demonstrate that closure is in the best interest of students.

REFUTATION OF THE DISTRICT'S FINDINGS FOR DENIAL

Escuela Popular documents that the District's "findings" do not amount to the specific factual findings that are legally required in order to lawfully deny the EPCTC's renewal charter. Instead, the District Staff simply present a laundry list of "other deficiencies and concerns" – many of which have already been addressed by EPCTC at length[2] – loosely tied together in attempt to support a generalized argument that EPCTC is demonstrably unlikely to successfully implement its educational program. Below, Escuela Popular reproduces excerpts the District Staff's "findings" in *italics*, followed by EPCTC's responses, in plain text.

District Concern 1: *Student Attendance Reporting*
Even though EPCTC Leadership responded to the Notice of Deficiency with correspondence dated December 1, 2025, the District Staff continues to have concerns regarding EPCTC's ability to capture and monitor student attendance with accuracy and completeness.

[2] Copies of Escuela Popular's responses to the District's concerns (referenced in its Staff Report) are attached as Exhibit A.

EPCTC Response: There is no factual finding here, only a concern from District Staff. The Escuela Popular Board created new policies/procedures related to student attendance, which were adopted on September 18, 2025 and are included in the exhibits to the Staff Report, and the EPCTC responded to the District's Notice of Deficiency on this topic. Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

District Concern 2: ***Instructional Calendar and Minutes Reporting***
District continues to be concerned that EPCTC is at risk of noncompliance with Education Code section 47612.5(a) due to errors in calculating the instructional minutes for the 2025-26 school year…. [t]he District has found that EPCTC's annual minutes need to be recalculated and submitted to the District for final determination on adherence to Education Code Section 47612.5(a).

EPCTC Response: There is no factual finding here, only an observation from District Staff. There is no evidence provided that EPCTC is not in compliance with instructional minutes requirements. Additionally, EPCTC has consistently submitted reports and responses based on the District's "concern" when requested. District Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

District Concern 3: ***Fiscal Historical Revenue/Expenditure Data***
Even though EPCTC has a strong fund balance and cash flow, the District is unable to determine at this time whether or not EPCTC's staffing and expenditures are an accurate reflection of EPCTC's educational program and the staffing model described in the Renewal Petition, and whether EPCTC has the ability to operate independently as a standalone charter school.

EPCTC Response: EPCTC is sharing staff with its sister school, EPAFLC, in part because the District has required EPCTC to cease using teachers with CTE credentials mid school year. As a result, EPCTC lost teachers and is still working to fill vacancies. Meanwhile, teachers have been teaching in assignments at both schools.

The District Staff evidently believes that an autonomous, standalone school is one that operates solely by itself. However, neither EPCTC's nor its sister school's charter claimed it would entirely operate independently of one another. The language in the petition indicates that EPCTC operates autonomously from the District. The District claims it has not received updated financial documents to determine whether EPCTC can successfully and independently implement its educational program without sharing staff. The District has not provided evidence that EPCTC is unlikely to be successful to operate autonomously. Furthermore, Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

Further, as to District Staff's allusion to general fiscal concerns, Escuela Popular's 2024 audit includes an unmodified (clean) opinion, indicating that the financial statements are fairly presented. Auditors identified no material weaknesses and no reportable noncompliance. Any findings were not material and pertained to EPAFLC, not EPCTC (the charter under renewal). The District also did not include the 2025 audit, which has no findings, further confirming fiscal stability. Both the 2024 and 2025 audit reports are attached as Exhibit C.
District Concern 4: ***EPCTC has experienced a 33% decline in enrollment from 2024-25 and 2025-26. A 20% decline or higher from the approved maximum enrollment of 750 students requires a material change request. EPCTC has failed to provide a material change request that outlines the new enrollment number and rationale.***
EPCTC Response: While EPCTC has experienced a decline in enrollment, EPCTC proactively adjusted its renewal projections to reflect its current enrollment trends. Additionally, the charter-authorized maximum enrollment of 750 students represents a cap, not a required operating level. However, by revising the projected enrollment in the renewal petition itself, EPCTC has addressed this enrollment shift. District Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

Description of Required Charter Elements

When reviewing the required charter elements, the Staff Report stated: "[w]hile District Staff found that the EPCTC Renewal Petition generally **includes a reasonably comprehensive description of charter elements** … further findings of fact in support of the determination that the Petitioners are demonstrably unlikely to successfully implement the education program described in Renewal Petition." (*Emphasis added*.) Here, District Staff acknowledge that reasonably comprehensive description of required charter elements has been provided. Accordingly, the legal standard has been met, and these concerns are impermissible bases for denial of the EPCTC charter renewal petition. Further, as discussed in detail below, District Staff did not provide any findings that show closure of EPCTC is in the best interest of its students.

Element One: Description of the Educational Program/Plan for Student Academic Achievement
District Concern 5: ***Outdated Core Instructional Resources*** *The District is concerned that EPCTC's current curricular offering is not aligned with the California Minimum Graduation requirements or are grade-level appropriate for a grade 9-12 high school.*
EPCTC Response: District Staff have provided no evidence that the resources listed in the Renewal Petition are outdated or not aligned to State Standards. Additionally, EPCTC is compliant with California's minimum requirements, which are legally applicable only to traditional public schools pursuant to Education Code Section 47610, not to charter schools.

Further, District Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

District Concern 6: *Student Assignment Disparity*
District Staff expressed concern with this practice [of requiring students to start with non-grade level foundational courses that only count towards elective credit] and shared that applicable law require English Learners to have full access to the core academic content standards, including mathematics, science, and English Language Arts.

EPCTC Response: The District relies on AB 2735 and Section 60811.8 multiple times throughout the Staff Report. However, the District incorrectly applied the statute, as EPCTC meets the requirement of Section 60811.8(d)(1)(A)-(B) which states:

> (A) The following pupils may be denied access to enrollment in a course as described in paragraph (1) of subdivision (1): A [h]igh school pupil who is classified as an English learner and who is a newcomer pupil.
> (B) A [h]igh school pupil who is classified as an English learner and who is participating in a program designed to meet the academic and transitional needs of newcomer pupils that has a primary objective the development of English language proficiency.

EPCTC fits squarely into the exception under Section 60811.8(d)(1)(A)-(B) because it serves high school pupils who are English learners and newcomer pupils, and because EPCTC is "a program designed to meet the academic and transitional needs of newcomer pupils that has a primary objective the development of English language proficiency." Because of this, the requirements earlier in Section 60811.8 do not apply to EPCTC. Therefore, EPCTC is not in violation of the law and the District's attempt to inform EPCTC that the approach is inappropriate and out of compliance is misguided.

District Concern 7: *Grade Level Promotion Timelines*
Even though EPCTC Leadership responded to this concern in correspondence dated February 24, 2026, the District Staff continues to have concerns regarding the practices EPCTC Leadership is using for annual grade level promotes.

EPCTC Response: District Staff claim EPCTC is retaining students beyond typical promotion timeless each school year. Grade-level placement at EPCTC is not determined solely by time enrolled. Placement is governed by a structured, credit-based, and proficiency-based policy. Many of the students EPCTC serves are recent immigrants who are attending school in this country for the first-time and have little to no English experience. Because many students are behind on credits, it takes students longer to graduate. Further, some students experience interruptions, due to their life circumstance, where they leave EPCTC and return to continue their education at a later date. This can result in students taking longer than a traditional high school student would take to complete grades 9-12. This is not because EPCTC is retaining

students but because the students have not met the requisite number of credits to promote to the next grade. Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

District Concern 8: *Science Scope and Sequence*
District remains concerned and questions EPCTC's choice in condensing three years' worth of science content into two years for students that are newcomers and English Learners. The justification provided by EPCTC does not reflect the needs of the student population. Thus, at the time of preparing this Staff Report, EPDP Leadership has not sufficiently responded to these concerns.

EPCTC Response: The State of California does not mandate a three- or four-year sequence for NGSS implementation. Instead, schools are required to ensure that high school NGSS performance exceptions are met with rigor and fidelity, which EPCTC's Integrated Science 1&2 meet. This structure is deliberate and designed for the student population, despite the District Staff's accusation that the needs are not being met. District Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

District Concern 9: *Meeting the Needs of English Learners*
If EPCTC's Charter were to be renewed, District staff will need to work with EPCTC Leadership to address the following:"

1. *ID/Selection of new ELD curriculum*
2. *Development and implementing an improvement plan to monitor and track improvement in student academic achievement and performance*
3. *Compliance with AB 2735 (O'Donnell) and Education Code Section 60811.8*

Due to EPCTC's ongoing failure to ensure that all of its classroom teachers possess the appropriate credential and Crosscultural, Language, and Academic Development Certificate authorizing instruction to English Learners, and/or failure to implement a remedial plan to address this deficiency, the District finds that EPCTC is demonstrably unlikely to meet the needs of the English Learners it serves. This is particularly concerning given that English Learners compromise over 99% of the students served by EPCTC.

EPCTC Response: EPCTC is designed around English Learners and is thoughtful in the way it chooses its ELD curriculum and ensures that it is aligned to the State Standards. Furthermore, the EPCTC administration regularly reflects and implements improvement plans to support the needs of their students, as evidenced in the numerous documents that Escuela Popular has shared with the District.

Please see the section "Student Assignment Disparity" for EPCTC's response to compliance with Section 60811.8.

District Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.

Element Two: Measurable Student Outcomes
District Concern 10: ***Adherence to Graduation Criteria*** *EPCTC Leadership was informed that the District would follow-up with a notification outlining the concerns and actions that EPCTC Leadership needed to take to address these concerns.*
EPCTC Response: District Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.
District Concern 11: ***Bilingual Instruction*** *EPCTC is utilizing individuals who are bilingual to deliver instruction to EL students even though they do not possess the required EL teaching certificate or authorization to instruct EL's raining concern that EPCTC will not be able to support its students who are not meeting pupil outcomes.*
EPCTC Response: Please see the Element 5 response below.

Element Three: Method by Which Pupil Progress in Meeting Outcomes will be Measured
District Concern 12: ***NWEA MAP Assessments*** *District Staff find that EPCTC is inconsistent in administering the NWEA MAP at least twice a year to effectively monitor progress toward measurable student outcomes metrics. EPCTC needs to develop a continuous-improvement data analysis culture for student learning, where teachers use the NWEA MAP assessments to target student instruction. If renewed, ESUHSD will need to closely monitor and follow-up with EPCTC regarding its progress in administering NWEA MAP for ELA & math as part of the District's annual oversight role.*
EPCTC Response: As stated in the Charter Petition, EPCTC administers NWEA MAP Assessments three times a year to determine students' progress toward Standard Mastery. This is not a lawful finding for denial. The District Staff did not provide any findings that closing the school would be in the best interest of students.

Element Four: Governance Structure
District Concern 13: ***Failure to Provide Notice in Spanish*** *Failure to Provide Notice in Spanish. Per Education Code Section 48985 a public school that has a student population is 15% or more that speaks a single primary language other than English, are mandated to provide school-to-parent notice into that primary language. Given that EPCTC's student enrollment far exceeds this percentage, EPCTC should be providing notification of all EPDP Board meetings in Spanish.*

EPCTC Response: EPCTC's website includes the option to view the website in Spanish, which includes the Board meeting information. As EPCTC serves exclusively adults, the students are provided notifications in their language, and school-to-parent notices are not applicable. This is not a lawful finding for denial. The District Staff did not provide any findings that closing the school would be in the best interest of students.
District Concern 14: ***Lack of Board Meeting Translation Services*** *The EPDP Board should be provide translation services at their Board meetings for their Spanish speaking community members.*
EPCTC Response: While a Board **may** provide interpretation services at a meeting, the notion that it "should" is not tantamount to a lawful finding for denial. The District has provided no legal authority to support a requirement to provide real time interpretation services at each Board meeting, regardless of the requests of those present. Escuela Popular has been, and remains, willing to provide English-Spanish interpretation upon request by any attendee at a Board meeting who needs it. The District Staff did not provide any findings that closing the school would be in the best interest of students.
District Concern 15: ***Inconsistent Board Meeting Start Times*** *Absent emergency or extraordinary circumstances, the EPDP needs to maintain a consistent start time for notice all open session regular and special meetings that allows to EPCTC and EPATLC parental and community participation in those meeting.*
EPCTC Response: EPCTC is legally required to post agendas at least 72 hours in advance of the meeting which includes the time of the meeting. The District's statement that EPCTC needs to maintain a consistent start time is not a lawful finding for denial. The District Staff did not provide any findings that closing the school would be in the best interest of students.
District Concern 16: ***Nepotism Policy*** *EPCTC lacks a nepotism policy.*
EPCTC Response: EPCTC has a conflict of interest policy which sufficiently addresses this issue to the extent legally required. The District has provided no legal basis mandating a "nepotism policy" in particular. District Staff have not presented a finding that closure is in the best interest of students. Therefore, the charter renewal petition cannot lawfully be denied under this finding.
District Concern 17: ***Complaint Policies/Procedures*** *EPPD needs a complaint policy that minimally includes the following: (a) outlines the procedures for submitting complaints, that identifies whom complaints should be submitted when regarding the Executive Director or other EPDP administration; (b) protects staff and students from any retaliatory actions for submitting a complaint; (c) posts the complaint policies/policies in English and Spanish on the EPDP Board website and EPCTC and EPAFLC's*

website; (d) procedures for processing complainants, including who conducts investigations depending upon whom the complaint is about, the timeline, and closure of submitted complaints.
EPCTC Response: EPCTC has an internal complaint policy available for all staff and students. The Uniform Complaint Policy is listed on EPCTC's website. The District's concern is not a lawful finding for denial. The District Staff did not provide any findings that closing the school would be in the best interest of students.

Element Five: Employee Qualifications
District Concern 18: ***Teacher Credential Compliance*** *District Staff reasonably finds that EPCTC is demonstrably unlikely to meet these qualification requirements for its teacher impacting its ability to successfully implement its education program.*
EPCTC Response: Based on the District's January 29, 2026 tally, Escuela Popular has an approximate 90% rate of fully credentialed teachers with 35 of the 39 teachers fully credentialed for their certificated assignment across both charter schools run by Escuela Popular (EPCTC and EPAFLC). The remaining four (4) teachers are substitute teachers covering vacancies within the legal restrictions of CCR Section 80025. Furthermore, the Commission on Teacher Credentialing has corroborated EPCTC's interpretation of the legal requirement, stating: "The Emergency 30-Day Substitute Teaching permit may be used to substitute for courses like English Language Development ("ELD") or other classes that typically require an English authorization, provided the assignment complies with the 30-day limit per teacher." Despite the District Staff's lengthy documentation in the Staff Report, the Commission on Teacher Credentialing has the exclusive authority to determine which teaching credentials and other documents authorize teaching courses pursuant to Education Code Section 44225(e). The District Board does not get to decide which credentials authorize which teaching assignments, nor do District staff. ESUHSD must follow the law when acting on behalf of the District and may simply not defer to its staff's judgments or incorrect legal analysis. This is not a lawful finding for denial. The District Staff did not provide any findings that closing the EPCTC would be in the best interest of students.
District Concern 19: ***Use of Contractor Teachers without Credentials*** *EPCTC's failure to ensure that the teachers supplied by the external staffing agency possessed a credential or permit needed for them to teach further demonstrates that EPCTC is unlikely to meet the teacher credentialing requirements and successfully implement its education program.*
EPCTC Response: EPCTC has already addressed this concern with the District and the District Staff's attempt to turn this into a Finding is unwarranted. As Escuela Popular discussed in its

response, it learned in or around early February of 2026 that its third-party vendor had been sending substitute teachers without Emergency 30-Day Permits for various short teaching assignments, without Escuela Popular's knowledge or consent. Escuela Popular immediately directed the vendor to only send substitute teachers with the appropriate Emergency 30-Day Permits, and no unpermitted substitute teachers were sent by the vendor after the first week of February 2026. This issue is not ongoing at the time of the Staff Report. This is not a lawful finding for denial. The District Staff did not provide any findings that closing the school would be in the best interest of students.
District Concern 20: *Comingling of Staff* *The Renewal Petition describes EPCTC as an autonomous, standalone charter school. District expressed concern about shared staffing model between EPCTC and its sister school, Escuela Popular Accelerated Learning Center.*
EPCTC Response: EPCTC disagrees with the characterization the District Staff makes of EPCTC's charter, which **does not prohibit the use of shared staffing between the schools**. The structure utilized by Escuela Popular's schools reflects the operational reality of two small charter schools operating on one campus under the same nonprofit organization.

Additional Indicators of Success:
For EPCTC, all local indicators on the CA Dashboard are indicated as "MET," demonstrating compliance with the state accountability system. (*See* Exhibit D.) These include:

- Basics: Teachers, Instructional Materials, Facilities
- Parent and Family Engagement
- Local Climate Survey

While District Staff have documented extensive "concerns," most of which have already been addressed by EPCTC in voluminous communications over the past several years, and none of which have any legal bearing on EPCTC's renewal, the District Staff provided exactly zero findings of fact that closure is in the best interest of students. Therefore, District Staff have not met the legal standard required to deny renewal for a DASS charter school.

* * *

As demonstrated herein, the EPCTC charter renewal petition meets or exceeds the legal requirements for approval, and the Staff Report presents findings that are unsupported or impermissible bases for denial of the charter renewal. The District can only deny the renewal of EPCTC with a finding that closure is in the best interest of students. As evidenced above, that is demonstrably not the case here. The Staff Report does not show a viable reason to close EPCTC,

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
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and closing would be an enormous disservice to the community. Further, the Staff Report does not even contain findings to sustain a conclusion that EPCTC is unlikely to be able to implement its program. While this is not the standard for renewal of EPCTC, it is still important to stress that EPCTC continues to successfully implement the program set forth in its charter.

As discussed above, EPCTC respectfully requests approval of a five-year charter term. The academic program and services that EPCTC offers are a great benefit to students and families in the District. EPCTC looks forward to answering any questions from the District or its Board of Education, and the opportunity for collaboration with the District to continue to serve the students of our community. Please do not hesitate to contact me at patricia@escuelapopular.org or (408) 426-6593 to discuss further.

Sincerely,

Patricia Reguerin
Executive Director

CC: Glenn Vander Zee - Superintendent
Teresa Marquez – Associate Superintendent
Bjorn Berg – Director of Assessment, Accountability, & Charter Oversight
Van T. Le - Board President
Lorena Chavez – Board Vice President
J. Manuel Herrera – Board Clerk
Pattie Cortese – Board Trustee
Bryan Do – Board Trustee

EXHIBIT “A”

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
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February 24, 2026

Via Email:
gedeonp@esuhsd.org

Phillip Gedeon, Coordinator of Charter School Oversight
East Side Union High School District
830 North Capitol Ave
San Jose, CA 95133

Re: Response to Additional Concerns Regarding EPCTC Charter Renewal

Dear Mr. Gedeon,

On behalf of Escuela Popular del Pueblo ("Escuela Popular"), I am writing to confirm receipt of your letter dated February 6, 2026, which lists additional concerns and requests for information which you state is relevant to the charter renewal process for Escuela Popular Center for Training and Careers ("EPCTC" or the "Charter School"). While the East Side Union High School District ("District") may not legally deny EPCTC's charter renewal petition based on any of these topics, for multiple reasons, Escuela Popular submits this response to address the issues that you raised. After reviewing these issues, Escuela Popular can confirm that it is legally compliant with regard to each of these topics.

Response to Concern 1: Charter School Shared Leadership and Staffing Model

EPCTC is compliant with the requirements of its approved charter petition, including Element E: Employee Qualifications, and remains in full compliance with credentialing and assignment monitoring requirements.

The District expressed concern that EPCTC is described in the charter as "standalone" and "autonomous," (in District staff's words) while oversight observations reflect a shared leadership and staffing model with EPAFLC. Escuela Popular disagrees with this characterization of EPCTC's charter, which does not prohibit the use of shared staffing between the two schools. EPCTC acknowledges that both schools operate under one governing board and one Executive Director. Additionally, certain leadership and instructional staff provide services across both schools. This structure reflects the operational reality of two small charter schools operating on one campus under the same nonprofit organization.

While governance and executive oversight are shared, EPCTC maintains clear site-level programmatic accountability. Principal Olivia Cortes provides leadership oversight across both schools and supervises Instructional Leaders assigned to EPCTC as well as those assigned to

EPAFLC. Within this structure, EPCTC's instructional program, staff assignments, student services, and daily operations are implemented and monitored with site-specific accountability. Instructional Leaders supporting EPCTC (morning and afternoon sessions) are responsible for supervising instruction, supporting teachers, and ensuring the EPCTC program is implemented in alignment with its charter.

Shared staffing is an intentional resource-efficiency model designed to maximize leadership and teacher capacity across two small schools on a shared campus. However, shared staffing does not keep EPCTC from maintaining accountability for its own compliance. EPCTC independently monitors and documents:

- Staff assignments specific to EPCTC
- Appropriate credentialing for each EPCTC assignment
- Full-Time Equivalent (FTE)/time allocation when staff serve both schools
- Site-specific supervision and evaluation structures

All instructional staff assigned to EPCTC hold the appropriate credentials for their roles, as defined by Education Code section 47605(*l*). For staff serving both schools, credential compliance and assignment monitoring are reviewed and documented by program to ensure clarity and compliance.

To further address the District's concern and strengthen transparency, EPCTC is formalizing a site-specific staffing and supervision matrix that clearly delineates:

(1) staff assigned to EPCTC
(2) any cross-school assignments
(3) FTE allocation by school
(4) reporting/supervisory lines for EPCTC.

EPCTC remains committed to maintaining clear documentation, strong site-level instructional oversight, and full compliance while responsibly stewarding resources within a shared-campus model.

Response to Concern 2: Finance and Operations

EPCTC is fiscally compliant with its approved charter and maintains sound financial practices under the oversight of its governing board and Executive Director. The school operates with financial transparency and in alignment with the fiscal policies outlined in its charter petition.

The District has expressed concern that the previously submitted five-year budget did not reflect EPCTC as an autonomous, standalone charter school, and did not clearly delineate leadership, staffing, and teaching positions with associated Full-Time Equivalent ("FTE") allocations. The District further requested documentation to determine whether EPCTC could

independently implement its educational program without reliance on shared staffing with EPAFLC.

While EPCTC and EPAFLC currently utilize a shared staffing model as a strategic approach given that both schools operate on one campus under the same nonprofit organization, EPCTC is not financially dependent on EPAFLC for implementation of its educational program. The shared model is a resource optimization strategy, not a structural necessity for program viability.

In response to the District's request, EPCTC is providing updated financial documentation [link to Exhibit A] that includes:

1. A complete roster of all leadership, staffing, and teaching positions required to operate EPCTC independently;
2. The Full-Time Equivalent (FTE) allocation for each position;
3. Identification of teaching session assignments (AM, PM, or both); and
4. Funding source(s) supporting each position (General Fund, grants, restricted funds, etc.).

The revised documents demonstrate that EPCTC has the fiscal capacity and enrollment-based revenue projections necessary to sustain its educational program as a standalone operation, should shared staffing no longer be utilized. The financial model reflects conservative revenue assumptions and includes all core leadership, instructional, and operational positions required to meet charter commitments.

EPCTC remains committed to full fiscal transparency and to ensuring that its budget clearly reflects staffing allocations, programmatic needs, and long-term financial sustainability.

Response to Concern 3: Student Enrollment and Attendance

EPCTC is compliant with the terms of its charter on the issue of student enrollment. EPCTC remains committed to accurate enrollment reporting, fiscal transparency, and responsible planning aligned with current student demand.

We respectfully clarify two enrollment figures referenced in the District's concern:

• The 2024–2025 enrollment was 658 students based on official CALPADS reporting, not 787.
• As of October 1, 2025, EPCTC's enrollment was 420 students, not 525.

This reflects a year-over-year decline from 658 to 420 students (an approximately 36% decline from October 2024 to October 2025). EPCTC acknowledges this decline and has proactively adjusted its renewal projections to reflect current enrollment trends. The revised petition includes updated enrollment projections of:

- 525 students in the initial years of the renewal term (aligned with current actual enrollment and conservative growth assumptions)
- 550 students in Years 4 and 5

The charter-authorized maximum enrollment of 750 students represents a cap, not a required operating level. EPCTC's updated projections reflect a responsible recalibration of enrollment expectations based on post-pandemic shifts in student mobility, alternative education demand, and regional enrollment trends.

Material Change Consideration

EPCTC recognizes the District's reference to a 30% decline from the authorized maximum. By revising projected enrollment in the renewal petition itself, EPCTC has effectively addressed the enrollment shift within the renewal framework. The updated projections represent the Charter School's realistic operating model for the upcoming term.

Fiscal Impact and Sustainability

The revised five-year budget has been rebuilt using conservative Average Daily Attendance (ADA) assumptions aligned to current enrollment levels. Expenditures have been right-sized accordingly, including staffing allocations and operational costs.

Response to Concern 4: Educational Program

Grade Promotion and Retention Practices and Alignment with Graduation Requirements

EPCTC is compliant with its charter in terms of policy and procedure for grade promotion and alignment with graduation requirements. The larger number of students in Grade 9 reflects an intentional strategy of promoting students based on readiness for English 1 specifically. This may take longer for EPCTC's adult, English learner students than it would take a native English speaker promoting from Grade 9 to grade 10, for example. For EPCTC's specific student population, English competency is essential in order for students to succeed in higher grades and in different subjects.

EPCTC acknowledges the District's concern regarding the grade-level enrollment distribution reflected in DataQuest, specifically the concentration of students in Grade 9 and smaller populations in Grades 10 and 11. The District further expressed concern that students may be retained beyond typical promotion timelines despite earning credits and that some students have been enrolled for more than five years.

EPCTC affirms that grade-level placement is not age-based and is not determined solely by time enrolled. Placement is governed by a structured, credit-based, and proficiency-based transition policy designed to ensure students are academically prepared for rigorous graduation coursework. Students are not artificially kept in Grade 9. Occasionally, there have been errors in

calculating credits for grade promotion, but those have been limited to inadvertent mistakes which have since been corrected.

Grade-Level Structure and Academic Rationale

As outlined in the EPCTC Grade-Level Structure and Enrollment Impact table (below), grade progression is tied to clearly defined credit bands and English/ELD course benchmarks:

- **Grade 9 (0–60 credits):** Completion of ELD 1A → 3B
- **Grade 10 (61–120 credits):** Entry into English 1 after ELD course sequence completion
- **Grade 11 (121–180 credits):** Completion of four quarters of English 1, then progression to English 2
- **Grade 12 (181+ credits):** Enrollment in English 3

The higher concentration of Grade 9 students reflects the structured completion of the ELD course sequence before advancement into English 1.

Emphasis on ELD Proficiency and Academic Foundation

EPCTC serves a high population of newcomer and English learner students. The ELD course sequence (1A/B → 2A/B → 3A/B) is intentionally designed to build mastery across four essential domains:

1. Listening
2. Reading
3. Speaking
4. Writing

Students must demonstrate strong proficiency before exiting ELD and entering English 1. Departmental standards require students to pass ELD coursework with strong mastery (typically 80% or higher) to ensure readiness for higher-level academic rigor.

A typical student completes the ELD sequence in approximately 1.5 years (six quarters). Advancement occurs after completing the ELD course sequence and achieving the 61-credit threshold.

This instructional model prioritizes long-term academic success over premature advancement. EPCTC's instructional strategy involves an expectation that it may take longer than one year for adult English learner students to achieve enough English competence that they can attempt courses in other subjects (taught in English). EPCTC's program is designed for the needs of this specific student population, and therefore it intentionally does not always involve grade advancement on a conventional 4-year timeline. This is a feature, rather than a flaw, of EPCTC's program structure.

Factors Influencing Grade-Level Distribution

While EPCTC maintains a structured, credit-based, and proficiency-based transition policy, student progression timelines may be influenced by the realities of the population served.

1. Students Retaking ELD Courses

Students who retake ELD courses may remain within the Grade 9 credit band longer than in traditional comprehensive high school models. This reflects mastery-based progression, rather than arbitrary retention.

Approximately:

- 40% of students progress through the ELD sequence without retaking courses.
- Approximately 30% of students may retake one or more ELD courses, extending their time within the Grade 9 credit band.
- 30% leave school due to personal reasons and re-enroll at a future date

2. Employment and Family Responsibilities

EPCTC serves students who frequently balance:

- Employment obligations
- Family caregiving responsibilities
- Economic instability

These circumstances may result in:

- Interruptions to continuous enrollment
- Delayed credit accumulation

Such factors can extend the time required to complete the ELD course sequence and reach promotion credit thresholds.

3. Interrupted Enrollment and Re-Enrollment

Some students leave school for extended periods due to employment, housing, or family circumstances and later return after long periods of time.

Upon re-enrollment, students may:

- Return credit-deficient
- Re-enter within the Grade 9 or Grade 10 credit bands
- Retake coursework to rebuild academic momentum

This mobility contributes to higher concentrations in lower credit bands and smaller cohorts in upper grade levels.

Grade-Level Structure and Enrollment Impact (EPCTC)

Grade Level	Credit Band	ELD / English Progression	Academic Purpose	Impact on Enrollment Distribution
Grade 9	0–60 credits	Completion of ELD 1A → 1B → 2A → 2B → 3A → 3B	Develop strong foundational proficiency in Listening, Reading, Speaking, and Writing to ensure readiness for rigorous academic coursework	Higher enrollment concentration due to structured language acquisition timeline and credit accumulation requirements
Grade 10	61–120 credits	Entry into English 1 after ELD course sequence completion	Transition from language development to graduation-track English coursework with increased academic expectations	Smaller cohort, as students must meet both 61+ credits and ELD course sequence completion
Grade 11	121–180 credits	Completion of 4 quarters of English 1, then progression to English 2	Continued transition from language development to strengthening analytical writing, academic discourse, and content comprehension across math, science, and history	Enrollment reflects students who have accumulated sufficient credits and completed foundational English coursework
Grade 12	181+ credits	Enrollment in English 3	Demonstrate advanced literacy, analytical writing, and readiness for graduation and postsecondary transition	Cohort includes students meeting final credit thresholds

Alignment with Graduation Requirements

EPCTC affirms that its graduation requirements are compliant with California's minimum requirements, which are legally applicable only to traditional public schools (Education Code Section 47610.). Grade-level promotion is based on clearly defined credit thresholds (61 / 121 / 181 credits) and completion of required English coursework as outlined in the course matrix.

To strengthen clarity and alignment:

- EPCTC is conducting structured transcript audits to ensure accurate credit documentation.
- Quarterly graduation progress reviews are being implemented for all students.
- After meeting with the District's transcript expert, EPCTC is proactively transitioning to a more standardized transcript format consistent with District guidance to ensure clarity, consistency, and accurate reporting.
- Students enrolled beyond four years have individualized graduation plans with defined credit completion timelines.

The grade-level distribution pattern identified by the District reflects:

- Structured completion of the ELD course sequence (1A–3B)
- Credit-based promotion thresholds
- Mastery-based language progression standards
- Students retaking courses to strengthen proficiency
- Employment, family responsibilities, and interrupted enrollment patterns

It does not reflect arbitrary retention or non-compliance with graduation requirements.

EPCTC remains committed to academic rigor, accurate reporting, timely promotion based on earned credits, and ensuring that students are fully prepared for success in higher-level graduation coursework and post-secondary transition.

Integrated Science Program

EPCTC's Integrated Science program is fully aligned to the California Next Generation Science Standards (NGSS) and is intentionally structured as a coherent two-year integrated pathway that addresses Life Science (LS), Physical Science (PS), and Earth & Space Science (ESS) performance expectations.

The State of California does not mandate a three- or four-year sequence for NGSS implementation. Rather, schools are required to ensure that high school NGSS performance expectations are met with rigor and fidelity. EPCTC's Integrated Science 1 and Integrated Science 2 courses collectively meet this requirement.

Integrated Science 1 emphasizes:

- HS-LS1, HS-LS2, HS-LS3, HS-LS4 (Life Sciences)
- HS-ESS3 (Human impacts & climate connections)

Integrated Science 2 emphasizes:

- HS-PS1, HS-PS2, HS-PS3, HS-PS4 (Physical Sciences)
- HS-ESS1, HS-ESS2, HS-ESS3 (Earth & Space Sciences)

Across both courses, instruction is three-dimensional and includes:

- Explicit NGSS performance expectations
- Embedded Science & Engineering Practices (SEPs)
- Crosscutting Concepts (CCC) integrated throughout units
- Engineering design challenges aligned to NGSS intent
- Phenomena-based investigations and modeling

The two-year structure is not an accelerated model. It is a deliberately integrated model designed for EPCTC's student population, including newcomer and multilingual learners. The program emphasizes depth of understanding, modeling, academic discourse, and repeated engagement with crosscutting concepts such as:

- Cause and Effect
- Systems and System Models
- Energy and Matter
- Stability and Change

To further strengthen documentation clarity, EPCTC is submitting:

- A comprehensive NGSS Performance Expectation Crosswalk (see below)
- A unit-level alignment matrix identifying anchoring phenomena, SEPs, CCCs, labs, and assessments
- Links to all labs and performance-based assessments demonstrating three-dimensional rigor

EPCTC remains committed to ensuring its science program fully meets the rigor, coherence, and intent of the NGSS framework.

NGSS Domain	Performance Expectation Cluster	Integrated Science 1	Integrated Science 2
HS-LS1	Structure & Function	✓	
HS-LS2	Ecosystems	✓	
HS-LS3	Inheritance & Variation	✓	
HS-LS4	Biological Evolution	✓	
HS-PS1	Matter & Its Interactions		✓
HS-PS2	Forces & Interactions		✓
HS-PS3	Energy		✓

HS-PS4	Waves & Electromagnetic Radiation		✓
HS-ESS1	Earth's Place in the Universe		✓
HS-ESS2	Earth's Systems		✓
HS-ESS3	Earth & Human Activity	✓ (Climate & Ecosystems)	✓ (Climate & Earth Systems)
Engineering Design (HS-ETS1)	Engineering Practices	Embedded (modeling, investigations)	Embedded (design challenges, Rube Goldberg, Egg Drop, Rock Classification Project)

The following links address the requests below:

Integrated Science 1 Scope & Sequence
Integrated Science 2 Scope & Sequence

(1) Links to all labs that correspond to the units taught, including clear objectives of the unit referencing the NGSS standard being addressed by the lab.
(2) Links to all assessments (quizzes, exams, projects, etc.) that correspond to the units taught and the rigor of NGSS, including clear objectives of the unit referencing the NGSS standard being addressed by the assessment; and
(3) Updated core curriculum resource lists that reflect NGSS alignment and submitted scope and sequence.

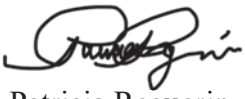
Conclusion

Although none of the above-mentioned issues should determine the outcome of EPCTC's charter renewal, Escuela Popular takes these issues seriously and appreciates the District's concern with ensuring compliance related to these topics. Overall, EPCTC has taken on the unique challenge of adapting a K-12 educational model to fit the needs of an adult, highly mobile, English learner population with numerous life challenges that impact educational success. Because of this, EPCTC's program may look different from a traditional high school program as it has implemented strategies to serve these specific students. This is by design, and this is exactly what charter schools, and DASS schools in particular, are intended to achieve.

Escuela Popular welcomes the opportunity to work collaboratively with the District on these important issues.

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

Sincerely,



Patricia Reguerin
Executive Director
Escuela Popular

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
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December 17, 2025

Via Email: gedeonp@esuhsd.org

Phillip Gedeon
Coordinator of Charter School Oversight
Eastside High School District
830 North Capitol Ave
San Jose, CA 95133

Re: Response to Notice of Concern – Brown Act Compliance at November 17, 2025 Board Meeting

The Board of Directors ("Board") of Escuela Popular del Pueblo ("Escuela Popular") is in receipt of your Notice of Concern dated December 2, 2025 ("Notice") regarding Brown Act Violations that the East Side Union High School District ("District") claims to have taken place at Escuela Popular's November 17, 2025 Board meeting. The District claims that the Board failed to report out the vote of an action conducted in closed session and that Board Member Maria del Rocio Preciado's remote participation did not comply with the rules for use of teleconferencing. After reviewing the District's concerns, reviewing the Board Meeting minutes, communicating with individuals who were present at the meeting, and conferring with legal counsel who was also present at the meeting, the Board has determined that the claimed Brown Act violations did not occur.

Overview of the November 17, 2025 Escuela Popular Board Meeting:

The November 17, 2025 Escuela Popular Board Meeting took place on the Escuela Popular Campus (address 149 N. White Road San Jose, CA 95127). This address was reflected on the Board Meeting Agenda, which was posted online and publicly available by the required timeframe prior to the meeting (see Board Meeting Agenda attached as Exhibit A). Also on the agenda, addresses were posted for the locations of telephonic participants, including Maria del Rocio Preciado (address 7 Commodore Dr., Emeryville, CA 94608) (see Exhibit A).

Additionally, Mayra Mejia had informed the Board in advance that she needed to join the meeting via zoom from her office in San Jose. Thus, the Board had added her address when it posted the agenda. However, on the day of the board meeting, she reached out to say she could come in person and preferred to do so. Ms. Mejia then did in fact show up in person. Her office is staffed and had a member of the public shown up, we would have done a two-way teleconference from her office to allow member(s) of the public to join from this location even though she was at the main location with the other Board members. As a result, this location was compliant.
The November 17, 2025 Board meeting was recorded only for internal purposes, not for public distribution or for purposes of capturing the entire meeting, as the Brown Act does not require that our meetings be recorded. The recording took place during the first open session portion of the meeting, then the recording was turned off when the meeting went into closed session. After the

closed session concluded, the recording was not turned back on. This is why the read-out following the closed session cannot be heard on that recording. The failure to turn the recording back on when we got back to open session was not intentional. But the failure to turn the recording back on did not result in a Brown Act violation because no recording was required in the first instance.

Immediately following the closed session, Escuela Popular's Board did publicly report the action taken in closed session and the vote or abstention on that action of every member present. This was witnessed by Escuela Popular's attorney Ellen Doty, who confirmed that she was present and was listening attentively to the read-out to ensure compliance. This was also witnessed by all of the Board members present at the time, as well as any members of the public who were in the room when the meeting returned to open session or who were participating via Zoom.

The November 17, 2025 Board Meeting Minutes (attached as Exhibit B and posted on Escuela Popular's website) accurately describe the read-out from the closed session:

> "The Board of Directors voted to approve the responses to the Notices of Violation issued by the East Side Union High School District for both Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers, including associated evidence, and directed the Board Chair to deliver these responses and associated evidence to the East Side Union High School District today. The vote was 7-0, with the following Board members voting yes: Dr. Bernard Gifford, Dr. Sherry Segura, Dr. Ellen Middaug, San Juana Ochoa, Robert Escobar, Rocio Preciado, and Dr. Pablo Reguerin. There were no directors voting no and no directors abstaining."

District's Claim of Failure to Report Out Decision from Closed Session:

The District's claim of failure to report out the decision from closed session is false—the Board did in fact report out the decision, including a vote tally that listed the vote of each member. This was a unanimous vote, with no members voting no and no members abstaining. The District's factual premise is inaccurate.

Even if a violation had occurred, a violation of Govt. Code, § 54957.l(a) is not subject to an actionable offense pursuant to Government Code section 54960.1. In other words, the section that the District claims Escuela Popular violated is not listed among those sections to which an agency action can be nullified.

District's Claim of Failure to Comply with Requirements for Telephonic Participation in Meeting:

In regard to the District's claim of failure to comply with the requirements for telephonic participation of Board Member Maria del Rocio Preciado (a.k.a. Rocio Preciado), Maria del Rocio Preciado's address for her call-in participation was noted on the meeting agenda (i.e., 7 Commodore Dr., Emeryville, CA 94608) (see Exhibit A). This satisfied the requirements for "traditional teleconference remote attendance" as described in the District's letter. Gov. Code, § 54953(b) states, in relevant part:

(1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

Escuela Popular complied with these provisions by including the address of the remote participant Rocio Preciado in the notice and agenda of the meeting. Ms. Preciado participated from her workplace in Emeryville, California, which is accessible to the public. Ms. Preciado confirmed that she did post the agenda for the November 17, 2025 Board Meeting at her office.

Further, no member of the public was denied access to this meeting. The meeting agenda, posted publicly on the Escuela Popular website, included a public Zoom link that allowed any member of the public to participate via Zoom from their own location. This is greater access to the Board Meeting than is required under the Brown Act.

Escuela Popular provided its draft meeting minutes from the November 17, 2025 Board Meeting to Bjorn Berg when he requested them on November 24, 2025. Escuela Popular would have been happy to provide its final Board meeting minutes, and November 17, 2025 meeting Agenda, to the District upon request. This would have allowed Escuela Popular to confirm that the address listed on the meeting agenda is Rocio Preciado's address for remote participation in the meeting. The read-out of the vote from closed session during the November 17, 2025 Board Meeting, including

the roll call and voting tally, is a demonstrable fact observed by more than half a dozen witnesses. The District could have just inquired with Escuela Popular about this situation instead of issuing a formal notice based on inaccurate information. Cooperating informally—by reaching out, asking questions, and verifying the facts—would save both parties significant time and resources.

I am available to discuss further as needed.

Sincerely,

Dr. Pablo Reguerin, on behalf of the Escuela Popular Del Pueblo Board

[4909-1732-5694, v. 8]

EXHIBIT “A”

Board Members

Dr. Pablo Reguerín, Chair
Mayra Mejia, Vice-Chair
San Juana Ochoa, Secretary
Dr. Bernard Gifford
Maria del Rocio Preciado, Treasurer
Robert Escobar
Dr. Ellen Middaugh

Regular Meeting of the Board of Directors

Monday, November 17, 2025
12:00 PM

ESCUELA POPULAR
149 N. White Road
San Jose, CA 95127

You may join virtually here:

https://us02web.zoom.us/j/5512053561?pwd=S0JhS3I3MmZHU01HbFZiaWp3Z2dLdz09&omn=84345945239
Meeting ID: 551 205 3561
Passcode: EPBM

Additional Call-In Addresses:
1) **7 Commodore Dr. Emeryville. CA 94608**
2) **316 Washington St. San Jose, CA 95112**

Agenda

1.0 Call to Order

2.0 Roll Call / Attendance

3.0 Public Members Who Wish to Direct the Board of Directors

4.0 Approve minutes from:

-Regular Meeting: June 16th, 2025
-Special Meeting: June 30th, 2025
-Special Meeting: July 28th, 2025
-Special Meeting: August 29th, 2025
-Special Meeting: September 18th, 2025

-Special Meeting: October 17th, 2025
-Special Meeting: November 4th, 2025

5.0 Action Items:

5.1 Renewal of Board Terms

6.0 Closed Session

6.1 Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9 (two cases)

7.0 Report Out of Closed Session on Any Action Taken

8.0 Action/Discussion Items

8.1 Financial Update
8.2 Approve 24-25 Unaudited Actuals for EPCTC & EPAFLC

9.0 Consent Agenda

9.1 Approve Check Registers: June, July, August, September, & October 2025
9.2 Approve Special Education Contracts
9.3 Approve Additional Legal Services Contract
9.4 Approve Vertex Contract-HR & Talent Acquisition Consultant Contract

10.0 Closed Session (Pt. 2.)

10.1 Section 54957: Public Employee Discipline/ Dismissal/ Release

11.0 Report Out of Closed Session on Any Action Taken

12.0 Annual Ethics Board Training

13.0 Adjournment

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

AUDIO TAPED RECORDING

Notice is hereby given that any audiotaped recordings of board meetings are solely for the purpose of keeping minutes. Audiotapes will not be available for review as the Governing Board will only keep audio tapes of the most recent board meeting.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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EXHIBIT “B”

Escuela Popular
Board of Directors Meeting Minutes
Monday, November 17, 2025 – 12:00 PM

This meeting was held at: Escuela Popular
149 N. White Road
San Jose, CA 95127
Additional Call-In Addresses:
7 Commodore Dr., Emeryville, CA 94608

Board Member	Present	Absent	Board Member	Present	Absent
Dr. Pablo Reguerin, Chair	X		Maria del Rocio Preciado, Treasurer	X (12:10)	
Sanjuana Ochoa, Secretary	X		Robert Escobar	X	
Dr. Bernard Gifford	X		Dr. Ellen Middaugh	X	
Mayra Mejia, Vice Chair	X		Dr. Sherry Segura	X (12:30)	

Also in attendance: Patricia Reguerin

I. **Call to Order** **Time**		
The meeting was called to order by the Board Chair, Pablo Reguerin.		12:07
II. **Roll Call / Attendance**		
See above.		12:08
III**. Public Comment**		
3.1 Non-Agenda Public Comment	No public comment.	12:08
3.2 Agenda Public Comment	No public comment.	12:08
IV**. Approved Minutes**		
-Regular Meeting: June 16th, 2025 -Special Meeting: June 30th, 2025 -Special Meeting: July 28th, 2025 -Special Meeting: August 29th, 2025 -Special Meeting: September 18th, 2025 -Special Meeting: October 17th, 2025 -Special Meeting: November 4th, 2025	Make minor revisions to minutes as requested by board members. Motion: Bernard Gifford Second: Ellen Middaugh Vote	12:10

Member	Yay	Nay	Abstain	Absent
Reguerin	X			
Ochoa	X			
Gifford	X			
Mejia	X			
Preciado	X			
Escobar	X			
Middaugh	X			

<table>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="3">V. Action Items</td></tr>
<tr><td>5.1 Renewal of Board Terms</td><td>Board terms and offices were renewed from November 2025 - November 2026 for the following board members:
Dr. Pablo Reguerin - Board Chair & CTC Representative
Dr. Bernard Gifford - Vice Chair
San Juana Ochoa -Secretary
Dr. Ellen Middaugh - Treasurer
Rocio Preciado - Member
Robert Escobar - Member
Dr. Sherry Segura - Member was newly elected to the board.

Mayra Mejia did not renew her term on the Board.

Motion: Robert Escobar
Second: Ellen Middaugh
Vote
<table>
<tr><th>Member</th><th>Yay</th><th>Nay</th><th>Abstain</th><th>Absent</th></tr>
<tr><td>Reguerin</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>Ochoa</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>Gifford</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>Mejia</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>Preciado</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>Escobar</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>Middaugh</td><td>X</td><td></td><td></td><td></td></tr>
</table>
</td><td>12:15</td></tr>
<tr><td colspan="3">VI. Closed Session</td></tr>
<tr><td>6.1 Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9 (two cases)</td><td></td><td>12:35</td></tr>
<tr><td colspan="3">VII. Reported Out of Closed Session on Action Taken</td></tr>
<tr><td colspan="2">7.1 The Board of Directors voted to approve the responses to the Notices of Violation issued by the East Side Union High School District for both Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers, including associated evidence, and directed the Board Chair to deliver these responses and associated evidence to the East Side Union High School District today. The vote was 7-0, with the following Board members voting yes: Dr.Bernard Gifford, Dr. Sherry Segura, Dr. Ellen Middaug, San Juana Ochoa, Robert Escobar,</td><td>1:47</td></tr>
</table>

Rocio Preciado, and Dr. Pablo Reguerin. There were no directors voting no and no directors abstaining.

VIII. **Action/Discussion Items**

8.1 Financial Update — 1:48

See Board Packet

Peter Laub from Edtec provided the financial update on

1. State Budget Updates
2. 2025-26 Financial Update
3. Debt Service Coverage
4. Exhibits
    a. YTD Financials
    b. Cash Flow
    c. Balance Sheet

8.2 Approve 24-25 Unaudited Actuals for EPCTC & EPAFLC — 2:00

Peter Laub from Edtec presented the Unaudited Actuals.

Motion: Bernard Gifford
Second: Ellen Middaugh
Vote

Member	Yay	Nay	Abstain	Absent
Reguerin	X			
Ochoa	X			
Gifford	X			
Segura	X			
Preciado	X			
Escobar	X			
Middaugh	X			

IX. **Consent Agenda**

9.1 Approve Check Registers: June, July, August, September, & October 2025
9.2 Approve Special Education Contracts
9.3 Approve Additional Legal Services Contract
9.4 Approve Vertex Contract—HR & Talent Acquisition Consultant Contract — 2:01

See board packet

Motion: Ellen Middaugh
Second: Bernard Gifford
Vote

Member	Yay	Nay	Abstain	Absent
Reguerin	X			
Ochoa	X			
Gifford	X			
Segura	X			
Preciado	X			
Escobar	X			
Middaugh	X			

X. **Closed Session (Pt. 2)**

10.1 Section 54957: Public Employee Discipline/Dismissal/Release — 2:02
Pablo Reguerin and San Juana Ochoa recused themselves @ 2:05

XI. **Report Out of Closed Session on Any Action Taken**

11.1 No action taken.		2:48
XII. **Annual Ethics Board Training**		
12.1 Jerry Simmons from Young, Minney & Corr provided training to the board on the AB 2158 Ethics Training requirement, covering general ethics principles and ethics laws.		2:55
XIII**. Adjournment**		
13.1 Adjournment	The meeting was adjourned at 5:15	5:15

Board Approved on:

EscuelaPopular

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed. AUDIO TAPED RECORDING

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Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

December 1, 2025

Via Email: bergbj@esuhsd.org

Bjorn Berg
Director of Assessment and Accountability, Charter School Oversight
Eastside High School District
830 North Capitol Ave
San Jose, CA 95133

Re: Response to Notice of Deficiency – Attendance Tracking and 6th Period Enrollment
Escuela Popular Center for Training and Careers, Family Learning

Dear Mr. Berg,

The Board of Directors ("Board") of Escuela Popular del Pueblo ("Escuela Popular") is in receipt of your Notice of Deficiency dated November 14, 2025 ("Notice") regarding enrollment and attendance concerns that the District has observed after looking at Escuela Popular Center for Training and Careers ("EPCTC") data on PowerSchool. After reviewing the District's correspondence on these topics, Escuela Popular staff worked with EdTec (our school back office support provider) staff to review PowerSchool information for each of the identified concerns and made corrections where applicable.

Global Points of Clarification for District Interpretation of the Data:

The screenshots of PowerSchool provided in the District's November 14, 2025 letter are missing important information that you gain when you click for more detail in the PowerSchool software interface. Escuela Popular worked with EdTec staff to create the following PowerSchool screenshots for each of the students at issue (enclosed as Exhibit A).

Clicking on a given date to show more detail reveals information that is relevant to Average Daily Attendance (ADA) analysis. For example, you would need to click for more detail to see exactly which periods a student was present or absent for in a given day. This is important because, for ADA reporting purposes, attendance for any part of the school day counts as present for the day. The California Department of Education guidance on ADA and attendance taking (enclosed as Exhibit B) states:

> In order to generate and claim attendance for apportionment, school districts must meet all the applicable instructional time and scheduling requirements, and the students must be in attendance under the immediate supervision and control of a certificated employee of the school district while engaged in educational activities

> required of them **for at least some part of each school day** for which attendance is generated. (emphasis added)

This explains why a student may be present for less than the entire school day on PowerSchool but would still be noted as present for purposes of claiming ADA for that day. This is how schools and school districts across the state report attendance for ADA purposes. We note that each student is required to attend each day for all class periods pursuant to a Board policy (see attachments to letter from Board Chair enclosed as Exhibit C). The Board policy titled Enrollment and Attendance in All Six Periods of Study states, "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C). However, just like in a traditional public school, some students have medical appointments or other good cause to miss class.

Additionally, classes which were later dropped by a given student do not show up on PowerSchool unless you click "show dropped classes." Without clicking "show dropped classes," it is inaccurate to assume that the absence of information about a class means that the student was never enrolled in that class.

Students at Issue:

Student A

The District's letter claims that student A was absent on August 29, 2025 but was marked present in the ADA monthly report for August. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student A was NOT absent for the whole day on August 29, 2025—this student was present for Period 4 (see Exhibit A).

Student A was enrolled in all six periods during the time period at issue and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student B

The District's letter claims that student B was absent on August 19, 2025 but was marked present in the ADA monthly report. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student B was NOT absent for the whole day on August 19, 2025—this student was present for Period 3 (see Exhibit A).

Student B was enrolled in all six periods during the time period at issue and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student C

The District's letter claims that Student C was absent on August 28, 2025 but was marked present in the ADA monthly report. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student C was NOT absent for the whole day on August 28, 2025—this student was present for Period 2 (see Exhibit A).

Student C was enrolled in all six periods during the time period at issue and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student D

The District's letter claims that ADA was claimed for August 5-6, 2025 for Student D when this student was not enrolled at this time. Escuela Popular reviewed the information on PowerSchool and determined that this interpretation appears to be a misunderstanding on the part of District staff. Student D was enrolled from August 5, 2025 to August 11, 2025. There was later a scheduling change. Based on the PowerSchool information, Student D was enrolled as of August 5th and appears to have had perfect attendance for that day. Then, on Wednesday August 6, 2025, this student was present for one period.

Student D was enrolled in all six periods during the time the student attended school at EPCTC and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C). Student D dropped all of their courses on August 11, 2025 and then re-enrolled at the school in October of 2025. This appears to have happened because the student changed from the AM program to the PM program, apparently after trying the AM program and finding the student preferred the later option.

Student E

The District's letter claims that ADA was claimed for August 5, 2025 for Student E even though the student was not enrolled at this time. Escuela Popular reviewed the information on PowerSchool and determined that this interpretation appears to be a misunderstanding on the part of District staff. Student E was enrolled at Escuela popular on August 5, 2025, which was the first day of classes. This student attended class the first day, found those classes didn't work for them, then dropped those and added new classes as of August 6, 2025. If you click on "show dropped classes" on PowerSchool you can see that the student was indeed enrolled and had attendance that day. If you do not click "show dropped classes," then it may, incorrectly, look as if the student was not enrolled in any classes at that time.

Student E was enrolled in six periods August 6, 2025 and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student F

For Student F, the District noted that the student appears to have absent at the start of classes and then present for the rest on August 11, 13, and 15, 2025. Escuela Popular reviewed the data on PowerSchool for this student and confirmed that on August 11, 2025, Student F missed periods 1, 2, and 3, showed up 4 and 5, and did not show up for 6. The same occurred August 13, 2025 and August 15, 2025.

This student is an outlier in that the student tended to have more than the typical number of absences. Escuela Popular checked the school's records and can confirm that the student no longer attends the school at this time. This is not the norm; the vast majority of students can make it to all class periods.

Student F was enrolled in six periods during the time period at issue and, before the student left the school in mid-November, was required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student G

As to Student G, the District's letter claims the student was marked absent for the month of August, but is showing he was present for 1 day on the monthly report. Escuela Popular reviewed the data and is confused by the District's interpretation as to this student. When you look at the details on PowerSchool, you can see that this student was actually present a lot in August of 2025. Sometimes this student would only show up for one class period, but the student showed up for some portion of the school day for every school day except one during August 2025.

Student G was enrolled in six periods as of August 21, 2025 and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student H

The District's letter claims that student H was absent on August 29, 2025, but was marked present. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student H was NOT absent for the whole day on August 29, 2025—this student was present for Period 3.

Student H was enrolled in six periods during the relevant time period and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student I

The District's letter claims that student I was absent on August 18, 2025, but was marked present. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student I was NOT absent for the whole day on August 18, 2025—this student was present for two class periods that day.

August 19, 2025 was an excused absence for Student I. This was an inadvertent error on Escuela Popular's part, where the "E" was logged as present instead of as an absence. Escuela Popular can correct this information in PowerSchool and in its ADA reporting.

Student I was enrolled in six periods during the relevant time period and is required to attend all class periods by the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Student J

The District's letter claims that student J was absent on August 19, 2025, but was marked present. Escuela Popular staff reviewed the data on PowerSchool for this student and determined that Student J was NOT absent for the whole day on August 19, 2025—this student was absent periods 1 and 6 that day but present every other period.

August 18, 2025 was an excused absence for Student J. This was an inadvertent error on Escuela Popular's part, where the "E" was logged as present instead of as an absence. Escuela Popular has corrected this information in PowerSchool and will correct it in its ADA reporting at the next reporting date.

Student J was enrolled in all six periods during the relevant time period and is required to attend all class period pursuant to the Board policy which states that "All students at Escuela Popular schools are required to attend all instructional minutes offered by the charter school" (see Exhibit C).

Students K and L

The District claims its staff cannot find Students K and L in the PowerSchool system. Escuela Popular staff checked this and were able to locate both of these students in the system. Difficulty likely arose because both of these students were once enrolled at Escuela Popular but later became inactive. When searching on PowerSchool, you have to put a forward slash before the student's name in the search bar in order to get PowerSchool to show inactive students. When you do this for both Student K and Student L, they show up in the PowerSchool system.

In some cases, a student may show up for one day of school and then drop from the program completely. Even if that happens, a charter school can absolutely claim that student's one day of enrollment and attendance for purposes of ADA, just as a school district could.

Board Adoption and Confirmation of Implementation of Enrollment and Attendance Policies:

The Escuela Popular Board of Directors officially adopted enrollment and attendance policies at its September 18, 2025 meeting. These policies require 1) attendance be taken every course period rather than once a day and 2) every student to be enrolled in all six course periods, with only an exception for high school seniors who are in their last year and have sufficient credits to graduate without all six periods. As Board Chair, I then provided a copy of the policies to the District, on behalf of the Board, in a letter dated September 26, 2025 (see Exhibit C). This letter stated:

> This correspondence shall serve as written confirmation from the Board that these policies have been approved. We want to assure you that the EP leadership team and Board reviewed and discussed the recommendations in earnest and implemented some practices as early as the first day of school and then had either commenced or completed all of them by September 15th.

Discussions between the Board and Escuela Popular's attorneys in closed session, or between the EP leadership team and Escuela Popular's attorneys, regarding recommendations such as those in the Ryland audit report, are subject to attorney-client privilege.

The Board believed that the September 26, 2025 letter to the District satisfied the District's request that the Board assure the District that these policies have been implemented. If the District needs further assurance from the Board that these policies have been implemented, the Board can provide it but would need additional guidance from the District regarding what the District wants the assurance to look like.

Explanation of Attendance-Taking Procedure at EPCTC:

The District also asked for clarification about attendance-taking procedure at EPCTC. The teacher of record is the person who enters attendance into PowerSchool. If the class is a vacancy, then the substitute teacher is able to enter attendance into PowerSchool. For excused absences, the front office staff enter the "E" into PowerSchool.

Explanation of Process and Results from EPCTC Administration's Weekly and Daily Attendance Audits, Including Corrective Action for Employees:

For the weekly and daily attendance audits, instructional staff monitor weekly and daily attendance by running reports in PowerSchool. If they notice a teacher has missed entering attendance, they will follow up with the teacher to ensure attendance is submitted. They have found they have had to follow up with a small number of teachers about this. The next step has been to formally write them up if they do not improve on entering attendance after being warned. To the extent that this occurs, it would be a confidential personnel action, so the personnel documents related to this would not be shared. Outside of the personnel disciplinary process, Escuela Popular staff do not formally write any findings about their weekly and daily monitoring of attendance.

In monitoring attendance-taking by staff, Escuela Popular has not found that entering attendance incorrectly has been an ongoing issue with any of its staff members. Escuela Popular has found that some staff members enter attendance correctly, but late (rather than on the same day the class occurred). These staff members have been counseled regarding the importance of entering attendance timely.

Assessment of Attendance Discrepancies and Next Steps:

After reviewing the attendance discrepancies the District identified, Escuela Popular determined that all but two were the result of District Staff misinterpreting the data. This is understandable, as PowerSchool is not user-friendly in many respects. Escuela Popular Center for Training and Careers has approximately 489 students total. Multiplying that number times the number of school days so far this school year, if EPCTC only had two instances of attendance errors, that would represent an admirable success rate.

Still, EPCTC does not want to have any errors. The two instances of misreporting "E" ("Excused Absence") as "Present" have been confirmed corrected on PowerSchool. The next steps will happen at the P1 reporting period in mid-December. Whenever there is a change to ADA during a month that was already submitted to the District, the typical process is Escuela Popular staff compiles the same monthly reports and shares updated versions, typically at the P reporting deadlines, P-1, P-2 and P-A.

In terms of blanks where PowerSchool defaults to having the blank indicate "Present," where the student actually was present, these have not been changed because the data is accurate.

Assessment of District's Concerns re Enrollment Policies and Next Steps:

Escuela Popular understands that the District would like the school to have a Board policy to remind students more than one time per school year regarding the enrollment requirement. The Board discussed this with Escuela Popular staff and has been assured that, going forward, Escuela Popular will go above and beyond the current Board policy and will notify students at least once per quarter regarding the enrollment and attendance requirement.

In terms of the District's claim that certain students have enrolled in a Study Hall or Study Skills class but never attended it, Escuela Popular has reviewed the Power School data and discovered that during Q2 so far, there are 74 out of 433 (17.1%) active EPCTC students who have been absent in a study hall or skills class for every day of Q2. Escuela Popular will follow up with students regarding the importance of attending study hall and will further investigate ways to ameliorate any challenges related to this issue.

Thank you for providing us with an opportunity to clarify these points and I am available to discuss further as needed.

Sincerely,

Dr. Pablo Reguerin, on behalf of the Escuela Popular Del Pueblo Board

4913-5858-9564, v. 8

EXHIBIT “A”

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (TK)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	4750	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	4750	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	250	250	250	250	250	0	0	250	250	250	250	250	250	250	250	250	250	250	250	250	4500	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	250	250	250	250	250	250	250	250	250	250	250	0	250	250	250	250	250	250	250	250	4750	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	250	250	0	0	0	250	250	250	250	250	250	250	250	250	0	0	0	0	0	0	2750	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	250	250	250	250	250	250	250	250	250	0	250	250	250	250	3250	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	250	250	250	250	250	250	250	250	250	250	250	250	250	250	0	0	250	250	250	250	4500	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
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	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	4750	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	5000	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	250	250	250	250	250	0	250	250	250	0											2000	
	Date	reg	reg	reg	reg	reg	H	reg	reg	reg	TI												

TOTAL ACTUAL MINUTES 44500 | 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	**44500**
STATE REQUIRED MINUTES	**36,000**
PLUS OR MINUS MINUTES	**8,500**

TI Teacher Inservice Day (no ADA)

Reg. Regular Schedule

BE Block Even

BO Block Odd

AR Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.)
In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.

SD Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes
If it is collaboration day, enter the actual total minutes that students are in school only.
These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.

SM Staff Meeting Schedule. (Enter the actual total minutes that students are in school)

FIN Final Schedule (Enter the actual total minutes that students are in school.)

OT Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule.
Enter the actual total minutes students are in school.

H Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE:

DATE: 06/12/25

RENEWAL - 34

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (Kinder)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	5890	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	5890	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	310	310	310	310	250	0	0	310	310	310	310	310	310	310	310	310	310	310	310	310	5520	
	Date	reg	reg	reg	reg	OT	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	310	310	310	310	310	310	310	310	310	310	310	0	310	310	310	310	310	310	310	310	5890	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	310	310	0	0	0	310	310	310	310	310	310	310	310	250	0	0	0	0	0	0	3350	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	310	310	310	310	310	310	310	310	310	0	310	310	310	310	4030	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	310	310	310	310	310	310	310	310	310	310	310	310	310	310	0	0	310	310	310	310	5580	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	310	310	310	310	310	310	310	310	310	310	310	310	310	250	0	0	0	0	0	0	4280	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	5890	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	6200	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	310	310	310	310	310	0	310	310	250	0											2420	
	Date	reg	reg	reg	reg	reg	H	reg	reg	OT	TI												

TOTAL ACTUAL MINUTES 54940 | 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	**54940**
STATE REQUIRED MINUTES	**36,000**
PLUS OR MINUS MINUTES	**18,940**

TI	**Teacher Inservice Day (no ADA)**
Reg.	**Regular Schedule**
BE	**Block Even**
BO	**Block Odd**
AR	**Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.)**
	In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
SD	**Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes**
	If it is collaboration day, enter the actual total minutes that students are in school only.
	These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
SM	**Staff Meeting Schedule. (Enter the actual total minutes that students are in school)**
FIN	**Final Schedule (Enter the actual total minutes that students are in school.)**
OT	**Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule.**
	Enter the actual total minutes students are in school.
H	**Holidays**

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (1-3 Gr)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6070	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6070	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	330	330	280	330	220	0	0	280	330	330	330	330	280	330	330	330	330	280	330	330	5630	
	Date	reg	reg	reg	reg	OT	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	330	330	280	330	330	330	330	280	330	330	330	0	280	330	330	330	330	280	330	330	6070	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	330	330	0	0	0	330	330	280	330	330	330	330	280	220	0	0	0	0	0	0	3420	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	330	280	330	330	330	330	280	330	330	0	330	280	330	330	4140	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	330	330	280	330	330	330	330	280	330	330	330	330	280	330	0	0	330	280	330	330	5740	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	330	330	280	330	330	330	330	280	330	330	330	330	280	220	0	0	0	0	0	0	4360	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6070	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6400	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	330	330	280	330	330	0	330	280	220	0											2430	
	Date	reg	reg	reg	reg	reg	H	reg	reg	OT	TI												

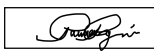
TOTAL ACTUAL MINUTES 56400 | 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TI	Teacher Inservice Day (no ADA)
Reg.	Regular Schedule
BE	Block Even
BO	Block Odd
AR	Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
SD	Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
SM	Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
FIN	Final Schedule (Enter the actual total minutes that students are in school.)
OT	Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
H	Holidays

TOTAL MINUTES	56400
STATE REQUIRED MINUTES	50,400
PLUS OR MINUS MINUTES	6,000

PRINCIPAL SIGNATURE: 

DATE: 06/12/25

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

RENEWAL - 36

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (4-8 Gr)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6220	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6220	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	340	340	280	340	220	0	0	280	340	340	340	340	280	340	340	340	340	280	340	340	5760	
	Date	reg	reg	reg	reg	OT	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	340	340	280	340	340	340	340	280	340	340	340	0	280	340	340	340	340	280	340	340	6220	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	340	340	0	0	0	340	340	280	340	340	340	340	280	220	0	0	0	0	0	0	3500	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	340	280	340	340	340	340	280	340	340	0	340	280	340	340	4240	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	340	340	280	340	340	340	340	280	340	340	340	340	280	340	0	0	340	280	340	340	5880	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	340	340	280	340	340	340	340	280	340	340	340	340	280	220	0	0	0	0	0	0	4460	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6220	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6560	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	340	340	280	340	340	0	340	280	220	0											2480	
	Date	reg	reg	reg	reg	reg	H	reg	reg	OT	TI												

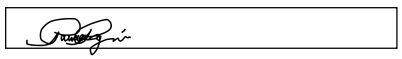
TOTAL ACTUAL MINUTES 57760 — 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TI	Teacher Inservice Day (no ADA)
Reg.	Regular Schedule
BE	Block Even
BO	Block Odd
AR	Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
SD	Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
SM	Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
FIN	Final Schedule (Enter the actual total minutes that students are in school.)
OT	Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
H	Holidays

TOTAL MINUTES	57760
STATE REQUIRED MINUTES	54,000
PLUS OR MINUS MINUTES	3,760

PRINCIPAL SIGNATURE: 

DATE: 06/12/25

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

RENEWAL - 37

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (HS)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	390	390	290	390	390	0	0	290	390	390	390	390	290	390	390	390	390	290	390	390	6620	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	390	390	290	390	390	390	390	290	390	390	390	0	290	390	390	390	390	290	390	390	7010	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	390	390	0	0	0	390	390	290	390	390	390	390	290	390	0	0	0	0	0	0	4090	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	390	290	390	390	390	390	290	390	390	0	390	290	390	390	4770	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	0	0	390	290	390	390	6620	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	0	0	0	0	0	0	5160	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7400	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	390	390	290	390	390	0	390	290	390	0											2920	
	Date	reg	reg	reg	reg	reg	H	reg	reg	reg	TI												

TOTAL ACTUAL MINUTES 65620 — 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	65620
STATE REQUIRED MINUTES	64,800
PLUS OR MINUS MINUTES	820

- **TI** Teacher Inservice Day (no ADA)
- **Reg.** Regular Schedule
- **BE** Block Even
- **BO** Block Odd
- **AR** Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- **SD** Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
- **SM** Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- **FIN** Final Schedule (Enter the actual total minutes that students are in school.)
- **OT** Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
- **H** Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

RENEWAL - 38

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Center for Training & Careers

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	350	350	350	350	350	0	0	350	350	350	350	350	350	350	350	350	350	350	350	350	6300	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	350	350	350	350	350	350	350	350	350	350	350	0	350	350	350	350	350	350	350	350	6650	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	350	350	0	0	0	350	350	350	350	350	350	350	350	350	0	0	0	0	0	0	3850	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	350	350	350	350	350	350	350	350	350	0	350	350	350	350	4550	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	0	0	350	350	350	350	6300	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	0	0	0	0	0	0	4900	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	7000	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		19
	Code	350	350	350	350	350	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
		reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		

TOTAL ACTUAL MINUTES 66150 189

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	66150
STATE REQUIRED MINUTES	64,800
PLUS OR MINUS MINUTES	1,350

- **TI** Teacher Inservice Day (no ADA)
- **Reg.** Regular Schedule
- **BE** Block Even
- **BO** Block Odd
- **AR** Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- **SD** Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
- **SM** Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- **FIN** Final Schedule (Enter the actual total minutes that students are in school.)
- **OT** Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
- **H** Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

RENEWAL - 39

EXHIBIT “B”

Charter School Instructional Minutes Certification

Please provide a certification that charter school meets the Instructional Minutes requirements for year 2025-26 as per California Education Code on the following lines.

This is to certify that Charter School is in compliance with California Education Code on the instructional minutes requirements as below.

Charter School Name: Escuela Popular Accelerated Family Learning

Total Days of Instruction in 2025 -26: 17

Total Instructional Minutes in 2025-26: _____

TK= 44,500
Kinder= 54,940
1st - 3rd= 56,400
4th - 8th= 57,760
9th - 12th=

Signature of Charter Principal/Director: _____

Date: 6/12/25

EXHIBIT “C”

Preparing every student to thrive in a global society.

Charter School Instructional Minutes Certification

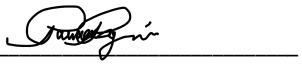
Please provide a certification that charter school meets the Instructional Minutes requirements for year 2025-26 as per California Education Code on the following lines.

This is to certify that Charter School is in compliance with California Education Code on the instructional minutes requirements as below.

Charter School Name: Escuela Popular

Total Days of Instruction in 2025 -26: 18

Total Instructional Minutes in 2025-26: 9th - 12th grade=

Signature of Charter Principal/Director: 

Date: 05/30/2025

EXHIBIT “D”

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (TK)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	4750	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	4750	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	250	250	250	250	250	0	0	250	250	250	250	250	250	250	250	250	250	250	250	250	4500	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	250	250	250	250	250	250	250	250	250	250	250	0	250	250	250	250	250	250	250	250	4750	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	250	250	0	0	0	250	250	250	250	250	250	250	250	250	0	0	0	0	0	0	2750	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	250	250	250	250	250	250	250	250	250	0	250	250	250	250	3250	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	250	250	250	250	250	250	250	250	250	250	250	250	250	250	0	0	250	250	250	250	4500	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	250	250	250	250	250	250	250	250	250	250	250	250	250	250	0	0	0	0	0	0	3500	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	4750	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	5000	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	250	250	250	250	250	0	250	250	250	0											2000	
	Date	reg	reg	reg	reg	reg	H	reg	reg	reg	TI												

TOTAL ACTUAL MINUTES 44500 | 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	**44500**
STATE REQUIRED MINUTES	**36,000**
PLUS OR MINUS MINUTES	**8,500**

- **TI** Teacher Inservice Day (no ADA)
- **Reg.** Regular Schedule
- **BE** Block Even
- **BO** Block Odd
- **AR** Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- **SD** Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
- **SM** Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- **FIN** Final Schedule (Enter the actual total minutes that students are in school.)
- **OT** Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
- **H** Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

RENEWAL - 45

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (Kinder)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	5890	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	5890	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	310	310	310	310	250	0	0	310	310	310	310	310	310	310	310	310	310	310	310	310	5520	
	Date	reg	reg	reg	reg	OT	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	310	310	310	310	310	310	310	310	310	310	310	0	310	310	310	310	310	310	310	310	5890	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	310	310	0	0	0	310	310	310	310	310	310	310	310	250	0	0	0	0	0	0	3350	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	310	310	310	310	310	310	310	310	310	0	310	310	310	310	4030	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	310	310	310	310	310	310	310	310	310	310	310	310	310	310	0	0	310	310	310	310	5580	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	310	310	310	310	310	310	310	310	310	310	310	310	310	250	0	0	0	0	0	0	4280	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	5890	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	310	6200	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	310	310	310	310	310	0	310	310	250	0											2420	
	Date	reg	reg	reg	reg	reg	H	reg	reg	OT	TI												

TOTAL ACTUAL MINUTES 54940 | 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	**54940**
STATE REQUIRED MINUTES	**36,000**
PLUS OR MINUS MINUTES	**18,940**

TI	**Teacher Inservice Day (no ADA)**
Reg.	**Regular Schedule**
BE	**Block Even**
BO	**Block Odd**
AR	**Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.)**
	In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
SD	**Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes**
	If it is collaboration day, enter the actual total minutes that students are in school only.
	These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
SM	**Staff Meeting Schedule. (Enter the actual total minutes that students are in school)**
FIN	**Final Schedule (Enter the actual total minutes that students are in school.)**
OT	**Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule.**
	Enter the actual total minutes students are in school.
H	**Holidays**

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (1-3 Gr)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6070	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6070	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	330	330	280	330	220	0	0	280	330	330	330	330	280	330	330	330	330	280	330	330	5630	
	Date	reg	reg	reg	reg	OT	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	330	330	280	330	330	330	330	280	330	330	330	0	280	330	330	330	330	280	330	330	6070	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	330	330	0	0	0	330	330	280	330	330	330	330	280	220	0	0	0	0	0	0	3420	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	330	280	330	330	330	330	280	330	330	0	330	280	330	330	4140	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	330	330	280	330	330	330	330	280	330	330	330	330	280	330	0	0	330	280	330	330	5740	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	330	330	280	330	330	330	330	280	330	330	330	330	280	220	0	0	0	0	0	0	4360	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6070	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	330	330	280	330	330	6400	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	330	330	280	330	330	0	330	280	220	0											2430	
	Date	reg	reg	reg	reg	reg	H	reg	reg	OT	TI												
																						56400	**178**

TOTAL ACTUAL MINUTES 56400

TOTAL MINUTES 56400
STATE REQUIRED MINUTES 50,400
PLUS OR MINUS MINUTES 6,000

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

- **TI** Teacher Inservice Day (no ADA)
- **Reg.** Regular Schedule
- **BE** Block Even
- **BO** Block Odd
- **AR** Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- **SD** Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
- **SM** Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- **FIN** Final Schedule (Enter the actual total minutes that students are in school.)
- **OT** Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
- **H** Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

RENEWAL - 47

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (4-8 Gr)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6220	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6220	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	340	340	280	340	220	0	0	280	340	340	340	340	280	340	340	340	340	280	340	340	5760	
	Date	reg	reg	reg	reg	OT	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	340	340	280	340	340	340	340	280	340	340	340	0	280	340	340	340	340	280	340	340	6220	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	340	340	0	0	0	340	340	280	340	340	340	340	280	220	0	0	0	0	0	0	3500	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	340	280	340	340	340	340	280	340	340	0	340	280	340	340	4240	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	340	340	280	340	340	340	340	280	340	340	340	340	280	340	0	0	340	280	340	340	5880	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	340	340	280	340	340	340	340	280	340	340	340	340	280	220	0	0	0	0	0	0	4460	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	OT	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6220	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	340	340	280	340	340	6560	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	340	340	280	340	340	0	340	280	220	0											2480	
	Date	reg	reg	reg	reg	reg	H	reg	reg	OT	TI												

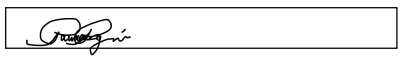
TOTAL ACTUAL MINUTES 57760 — 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TI	Teacher Inservice Day (no ADA)
Reg.	Regular Schedule
BE	Block Even
BO	Block Odd
AR	Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
SD	Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
SM	Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
FIN	Final Schedule (Enter the actual total minutes that students are in school.)
OT	Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
H	Holidays

TOTAL MINUTES	57760
STATE REQUIRED MINUTES	54,000
PLUS OR MINUS MINUTES	3,760

PRINCIPAL SIGNATURE: 

DATE: 06/12/25

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

RENEWAL - 48

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Accelerated Family Learning Center (HS)

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	390	390	290	390	390	0	0	290	390	390	390	390	290	390	390	390	390	290	390	390	6620	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	390	390	290	390	390	390	390	290	390	390	390	0	290	390	390	390	390	290	390	390	7010	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	390	390	0	0	0	390	390	290	390	390	390	390	290	390	0	0	0	0	0	0	4090	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	390	290	390	390	390	390	290	390	390	0	390	290	390	390	4770	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	0	0	390	290	390	390	6620	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	0	0	0	0	0	0	5160	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7010	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	390	390	290	390	390	7400	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		8
	Code	390	390	290	390	390	0	390	290	390	0											2920	
	Date	reg	reg	reg	reg	reg	H	reg	reg	reg	TI												

TOTAL ACTUAL MINUTES 65620 — 178

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	65620
STATE REQUIRED MINUTES	64,800
PLUS OR MINUS MINUTES	820

- **TI** Teacher Inservice Day (no ADA)
- **Reg.** Regular Schedule
- **BE** Block Even
- **BO** Block Odd
- **AR** Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.
- **SD** Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.
- **SM** Staff Meeting Schedule. (Enter the actual total minutes that students are in school)
- **FIN** Final Schedule (Enter the actual total minutes that students are in school.)
- **OT** Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.
- **H** Holidays

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE: [signature]

DATE: 06/12/25

2025 - 2026 Instructional Minutes

Comprehensive School

SCHOOL: Escuela Popular Center for Training & Careers

Mo.	Date	Week 1					Week 2					Week 3					Week 4					Tot. Min.	Stu. Days
1	Min.	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
2	Min.	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
3	Min.	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	6-Oct	7-Oct	8-Oct	9-Oct	10-Oct	13-Oct	14-Oct	15-Oct	16-Oct	17-Oct	20-Oct	21-Oct	22-Oct	23-Oct	24-Oct		18
	Code	350	350	350	350	350	0	0	350	350	350	350	350	350	350	350	350	350	350	350	350	6300	
	Date	reg	reg	reg	reg	reg	TI	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
4	Min.	27-Oct	28-Oct	29-Oct	30-Oct	31-Oct	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov		19
	Code	350	350	350	350	350	350	350	350	350	350	350	0	350	350	350	350	350	350	350	350	6650	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg		
5	Min.	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec		11
	Code	350	350	0	0	0	350	350	350	350	350	350	350	350	350	0	0	0	0	0	0	3850	
	Date	reg	reg	H	H	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
6	Min.	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	19-Jan	20-Jan	21-Jan	22-Jan	23-Jan		13
	Code	0	0	0	0	0	0	350	350	350	350	350	350	350	350	350	0	350	350	350	350	4550	
	Date	H	H	H	H	H	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	reg	reg	reg	reg		
7	Min.	26-Jan	27-Jan	28-Jan	29-Jan	30-Jan	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb		18
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	0	0	350	350	350	350	6300	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	H	H	reg	reg	reg	reg		
8	Min.	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar		14
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	0	0	0	0	0	0	4900	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	TI	H	H	H	H	H		
9	Min.	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	30-Mar	31-Mar	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr	10-Apr	13-Apr	14-Apr	15-Apr	16-Apr	17-Apr		19
	Code	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
	Date	TI	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
10	Min.	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	4-May	5-May	6-May	7-May	8-May	11-May	12-May	13-May	14-May	15-May		20
	Code	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	7000	
	Date	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		
11	Min.	18-May	19-May	20-May	21-May	22-May	25-May	26-May	27-May	28-May	29-May	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun		19
	Code	350	350	350	350	350	0	350	350	350	350	350	350	350	350	350	350	350	350	350	350	6650	
		reg	reg	reg	reg	reg	H	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg	reg		

TOTAL ACTUAL MINUTES 66150 189

SCHEDULE CODES AND DEFINITION

Please attach a copy of your different bell schedules indicating the instructional minutes for each schedule

TOTAL MINUTES	66150
STATE REQUIRED MINUTES	64,800
PLUS OR MINUS MINUTES	1,350

TI	**Teacher Inservice Day (no ADA)**
Reg.	**Regular Schedule**
BE	**Block Even**
BO	**Block Odd**
AR	**Activity - Rally (This is an activity that can not be counted for ADA. Enter the actual total minutes of instruction.) In this case actual minutes of instruction includes actual class time plus passing time. The rally time is not included.**
SD	**Staff Development Day or Collaboration Day. If it is an all day activity, enter "0" minutes If it is collaboration day, enter the actual total minutes that students are in school only. These days must be part of your approved consolidated plan. Please attach calendar indicating the planned staff development activity.**
SM	**Staff Meeting Schedule. (Enter the actual total minutes that students are in school)**
FIN	**Final Schedule (Enter the actual total minutes that students are in school.)**
OT	**Other special schedule, ie. short day, minimum day, etc. Attach a calendar indicating the reason for the special schedule. Enter the actual total minutes students are in school.**
H	**Holidays**

Grading Periods					
12-Sep	31-Oct	19-Dec	13-Feb	3-Apr	4-Jun

PRINCIPAL SIGNATURE:

DATE: 06/12/25

RENEWAL - 50

EXHIBIT “E”

---------- Forwarded message ---------
From: **Castro, Eva** <castroev@esuhsd.org>
Date: Wed, Jun 18, 2025 at 8:19 AM
Subject: 2025-26 Escuela Popular Instructional Minutes
To: Patricia Reguerin <patricia@escuelapopular.org>, Berenice Castro <berenicecastro@escuelapopular.org>
Cc: Kirsten King <kingk@esuhsd.org>, Phillip Gedeon <gedeonp@esuhsd.org>, Sarah Gomez <gomezsa@esuhsd.org>, Nadia Davis <DavisN@esuhsd.org>

Good Morning

Escuela Popular's Instructional Minutes for 2025-26 is approved.

Important: Please inform the District Attendance Accounting team when instructional minutes changes are made in a timely manner to ensure state and audit requirements are met. The District also must review the revised schedule(s) before implementation:

✓ To prevent shortfall minutes state penalty
✓ The District and individual site information matches.
✓ The site will have TK 8,500, Kinder 18,940, 1-3 6,000, 4-8 3,760, AFL HS 820, CTC HS 1,350 extra minutes built for the 25-26 school year.

Please note that the extra minutes will prevent shortfall minutes State penalty in case of emergency
and releasing students early.

Thank You,

Eva Castro

Attendance Accounting Specialist

East Side Union High School District

Ph: 408 347-5046

Email: castroev@esuhsd.org

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Thank you,
Berenice Castro
Compliance Manager
408-375-0631

Escuela Popular Family Learning Center
Teaching is an Act of Love

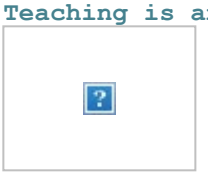

EXHIBIT “F”

Bell Schedule

AM High School Adults 2025-26 (Mon, Tue, Thurs, Fri) Bell Schedule		
Start Time	End Time	Description
8:30 am	9:20 am	**Period 1**
9:20 am	9:30 am	**Brunch**
9:30 am	9:35 am	Passing
9:35 am	10:25 am	**Period 2**
10:25 am	10:30 am	Passing
10:30 am	11:20 am	**Period 3**
11:20 am	11:25 am	Passing
11:25 am	12:25 pm	**Period 4/Silent Reading**
12:25 pm	12:55 pm	**Lunch**
12:55 pm	1:00 pm	Passing
1:00 pm	1:55 pm	**Period 5**
1:55 pm	2:00 pm	Passing
2:00 pm	3:00 pm	**Period 6**

AM High School Adults 2025-26 Wednesday Bell Schedule		
Start Time	End Time	Description
8:30 am	9:10 am	**Period 1**
9:10 am	9:20 am	**Brunch**
9:20 am	9:25 am	Passing
9:25 am	10:05 am	**Period 2**
10:05 am	10:10 am	Passing
10:10 am	10:55 am	**Period 3**
10:55 am	11:00 am	Passing
11:00 am	11:45 am	**Period 4**
11:45 am	11:50 am	Passing
11:50 am	12:35 pm	**Period 5**
12:35 pm	1:05 pm	**Lunch**
1:05 pm	1:10 pm	Passing
1:10 pm	3:00 pm	**Period 6**

No minimum days for high school adults

PM High School Adults 2025-26 Bell Schedule		
Start Time	End Time	Description
4:15 pm	5:10 pm	**Period 1**
5:10 pm	5:20 pm	**Break**
5:20 pm	5:25 pm	Passing
5:25 pm	6:15 pm	**Period 2**
6:15 pm	6:20 pm	Passing
6:20 pm	7:25 pm	**Period 3**
7:25 pm	7:55 pm	**Lunch**
7:55 pm	8:00 pm	Passing
8:00 pm	8:50 pm	**Period 4**
8:50 pm	8:55 pm	Passing
8:55 pm	9:45 pm	**Period 5**
9:45 pm	9:50 pm	Passing
9:50 pm	10:45 pm	**Period 6**

EXHIBIT “G”

AFLC TK - 8th 2025-26 (Mon, Tue, Thurs, Fri) Bell Schedule

TK & Kinder		First Grade		Second Grade	
8:30 - 10:50	Instruction	8:30 - 10:50	Instruction	8:30 - 11:20	Instruction
10:50 - 11:10	Lunch (20)	10:50 - 11:10	Lunch (20)	11:20 - 11:40	Lunch (20)
11:10-11:40	Recess (30)	11:10-11:40	Recess (30)	11:40 - 12:10	Recess (30)
11:40 - 2:00	Instruction	11:40 - 2:50	Instruction	12:10 - 2:50	Instruction
2:00	Dismissal	2:50	Dismissal	2:50	Dismissal

TK ends at 1:00 & Kinder at 2:00

Third Grade		Fourth Grade		Fifth Grade	
8:30 - 11:20	Instruction	8:30 - 11:20	Instruction	8:30 - 11:50	Instruction
11:20 - 11:40	Lunch (20)	11:20 - 11:40	Lunch (20)	11:50 - 12:10	Lunch (20)
11:40 - 12:10	Recess (30)	11:40 - 12:10	Recess (30)	12:10 - 12:40	Recess (30)
12:10 - 2:50	Instruction	12:10 - 3:00	Instruction	12:40 - 3:00	Instruction
2:50	Dismissal	3:00	Dismissal	3:00	Dismissal

Sixth Grade		Seventh Grade		Eighth Grade	
8:30 - 11:50	Instruction	8:30 - 11:50	Instruction	8:30 - 11:50	Instruction
11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)
12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)
12:40 - 3:00	Instruction	12:40 - 3:00	Instruction	12:40 - 3:00	Instruction
3:00	Dismissal	3:00	Dismissal	3:00	Dismissal

Minimum Days: Oct. 3, 2025, Dec. 11, 2025, March 12, 2026, May 28, 2026 Minimum day dismissal: 1:00 pm

The After School Program starts after dismissal and ends at 6:00 pm.

AFLC TK - 8th 2025-26 Wednesday Bell Schedule

TK & Kinder		First Grade		Second Grade	
8:30 - 10:50	Instruction	8:30 - 10:50	Instruction	8:30 - 11:20	Instruction
10:50 - 11:10	Lunch (20)	10:50 - 11:10	Lunch (20)	11:20 - 11:40	Lunch (20)
11:10 - 11:40	Recess (30)	11:10 - 11:40	Recess (30)	11:40 - 12:10	Recess (30)
11:40 - 2:00	Instruction	11:40 - 2:00	Instruction	12:10 - 2:00	Instruction
2:00	Dismissal	2:00	Dismissal	2:00	Dismissal

TK ends at 1:00 & Kinder at 2:00

Third grade		Fourth Grade		Fifth Grade	
8:30 - 11:20	Instruction	8:30 - 11:20	Instruction	8:30 - 11:50	Instruction
11:20 - 11:40	Lunch (20)	11:20 - 11:40	Lunch (20)	11:50 - 12:10	Lunch (20)
11:40 - 12:10	Recess (30)	11:40 - 12:10	Recess (30)	12:10 - 12:40	Recess (30)
12:10 - 2:00	Instruction	12:10 - 2:00	Instruction	12:40 - 2:00	Instruction
2:00	Dismissal	2:00	Dismissal	2:00	Dismissal

Sixth Grade		Seventh Grade		Eighth Grade	
8:30 - 11:50	Instruction	8:30 - 11:50	Instruction	8:30 - 11:50	Instruction
11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)	11:50 - 12:10	Lunch (20)
12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)	12:10 - 12:40	Recess (30)
12:40 - 2:00	Instruction	12:40 - 2:00	Instruction	12:40 - 2:00	Instruction
2:00	Dismissal	2:00	Dismissal	2:00	Dismissal

Minimum Days: Oct. 3, 2025, Dec. 11, 2025, March 12, 2026, May 28, 2026 Minimum day dismissal: 1:00 pm

The After School Program starts after dismissal and ends at 6:00 pm.

EXHIBIT “H”

AFLC TK-8th 2025-26 Early Release Day Bell Schedule with Instructional Minutes

First Grade		
8:30-10:50	Instruction	140
10:50-11:10	Lunch (20)	
11:10-11:40	Recess (30)	
11:40-1:00	Instruction	80
1:00	Dismissal	
	Total Instructional Minutes	**220**

Second Grade		
8:30-11:20	Instruction	170
11:20-11:40	Lunch (20)	
11:40-12:10	Recess (30)	
12:10-1:00	Instruction	50
1:00	Dismissal	
	Total Instructional Minutes	**220**

Third Grade		
8:30-11:20	Instruction	170
11:20-11:40	Lunch (20)	
11:40-12:10	Recess (30)	
12:10-1:00	Instruction	50
1:00	Dismissal	
	Total Instructional Minutes	**220**

Fourth Grade		
8:30-11:20	Instruction	170
11:20-11:40	Lunch (20)	
11:40-12:10	Recess (30)	
12:10-1:00	Instruction	50
1:00	Dismissal	
	Total Instructional Minutes	**220**

Fifth Grade		
8:30-11:50	Instruction	200
11:50-12:10	Lunch (20)	
12:10-12:40	Recess (30)	
12:40-1:00	Instruction	20
1:00	Dismissal	
	Total Instructional Minutes	**220**

Sixth Grade		
8:30-11:50	Instruction	200
11:50-12:10	Lunch (20)	
12:10-12:40	Recess (30)	
12:40-1:00	Instruction	20
1:00	Dismissal	
	Total Instructional Minutes	**220**

Seventh Grade		
8:30-11:50	Instruction	200
11:50-12:10	Lunch (20)	
12:10-12:40	Recess (30)	
12:40-1:00	Instruction	20
1:00	Dismissal	
	Total Instructional Minutes	**220**

Eighth Grade		
8:30-11:50	Instruction	200
11:50-12:10	Lunch (20)	
12:10-12:40	Recess (30)	
12:40-1:00	Instruction	20
1:00	Dismissal	
	Total Instructional Minutes	**220**

Transitional Kinder & Kinder		
8:30-10:50	*Instruction*	140
10:50-11:10	Lunch (20)	
11:10-11:40	Recess (30)	30
11:40-1:00	*Instruction*	80
1:00	Dismissal	
	Total Instructional Minutes	**250**
	TK ends at 1:00	**TK 250**

EXHIBIT “I”

Bell Schedule

High School Youth 2025-26 (Mon, Tue, Thurs, Fri) Bell Schedule		
Start Time	End Time	Description
8:30 am	9:20 am	**Period 1**
9:20 am	9:30 am	**Brunch**
9:30 am	9:35 am	Passing
9:35 am	10:25 am	**Period 2**
10:25 am	10:30 am	Passing
10:30 am	11:20 am	**Period 3**
11:20 am	11:25 am	Passing
11:25 am	12:25 pm	**Period 4/Silent Reading**
12:25 pm	12:55 pm	**Lunch**
12:55 pm	1:00 pm	Passing
1:00 pm	1:55 pm	**Period 5**
1:55 pm	2:00 pm	Passing
2:00 pm	2:55 pm	**Period 6**
2:55 pm	3:00 pm	Passing
3:00 pm	3:40 pm	**Period 7**

No minimum days (dismissal at 1:00 pm) for high school youth

High School Youth 2025-26 Wednesday Bell Schedule		
Start Time	End Time	Description
8:30 am	9:10 am	**Period 1**
9:10 am	9:20 am	**Brunch**
9:20 am	9:25 am	Passing
9:25 am	10:05 am	**Period 2**
10:05 am	10:10 am	Passing
10:10 am	10:55 am	**Period 3**
10:55 am	11:00 pm	Passing
11:00 am	11:45 pm	**Period 4**
11:45 am	11:50 am	Passing
11:50 am	12:35 pm	**Period 5**
12:35 pm	1:05 pm	**Lunch**
1:05 pm	1:10 pm	Passing
1:10 pm	2:00 pm	**Period 6**

No minimum days (dismissal at 1:00 pm) for high school youth

EXHIBIT “J”

2025-2026- Quarter 1 AM High School Student Final Exams Block Schedule

Below is the AM final exams block schedule. Please note adult students do not have minimum days. Youth students

Wednesday, October 1, 2025	Thursday, October 2, 2025	Friday, October 3, 2025
1st Period Final	**2nd Period Final**	**3rd Period Final**
8:30 – 10:20 AM	8:30 – 10:20 AM	8:30 AM - 10:20 AM
Brunch: 10:20– 10:30 AM	**Brunch:** 10:20– 10:30 AM	**Brunch:** 10:20 – 10:30 AM
4th Period Final	**5th Period Final**	**6th Period Final**
10:35 AM - 12:25 PM	10:35 AM - 12:25 PM	10:35 AM - 12:25 PM
LUNCH	**LUNCH**	***LUNCH**
12:25 – 12:55 PM	12:25 – 12:55 PM	12:25 – 1:00 PM
5th Period Regular	**7th Period Final**	**Make-up Exams/Assignments**
1:00 - 2:00 PM	1:00 PM - 3:00 PM	**Youth** 1:00-3:40 PM
		Adults 1:00-3:00 PM
CTC (Adults) Make-up Exams/Assignments	**CTC (Adults) Make-up Exams/Assignments**	
2:00-3:00 PM	1:00-3:00 PM	
Youth High School Minimum Day		
	Youth HIgh School Make-up Exams/Assignments	
	3:00-3:40 PM	

**** Please note there will not be any cafeteria food services for adult students on the last day of finals.***

2025-2026- Quarter 1 PM High School Student Final Exams Block Schedule

Below is the PM final exams block schedule.Please follow the schedule and review it with students. Thank you!

Wednesday, October 1, 2025	Thursday, October 2, 2025	Friday, October 3, 2025
1st Period Regular	**1st Period Final Exam**	**(Make-up Exams/Assignments)**
4:15 - 5:25 PM	4:15 - 5:25 PM	4:15 - 5:25 PM
Break: 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM
3rd Period Final	**2nd Period Final Exam**	**6th Period Final Exam**
5:40 - 7:25 PM	5:40 - 7:25 PM	5:40 - 7:25 PM
DINNER BREAK	**DINNER BREAK**	**DINNER BREAK**
7:25 - 7:55 PM	7:25 - 7:55 PM	7:25 - 7:55 PM
5th Period Final Exam	**4th Period Final**	**Make-up Exams/Assignments**
8:00 - 10:00 PM	8:00 - 10:00 PM	8:00 - 10:45 PM
Make-up Exams/Assignments	**Make-up Exams/Assignments**	
10:00 - 10:45 PM	10:00 - 10:45 PM	

**** Please note there will not be any cafeteria food services for adult students on the last day of finals.***

2025-2026- Quarter 2 AM High School Student Final Exams Block Schedule

Below is the AM final exams block schedule. Please note adult students do not have minimum days. Youth students have one

Tuesday,December 9, 2025	Wednesday, December 10, 2025	Thursday, December 11, 2025
1st Regular Period	**1st Period Final**	**2nd Period Final**
8:30 – 10:20 AM	8:30 – 10:20 AM	8:30 AM - 10:20 AM
Brunch: 10:20– 10:30 AM	**Brunch:** 10:20– 10:30 AM	**Brunch:** 10:20 – 10:30 AM
4th Period Final	**3rd Period Final**	**5th Period Final**
10:35 AM - 12:25 PM	10:35 - 12:25 PM	10:35 AM - 12:25 PM
LUNCH	**LUNCH**	***LUNCH**
12:25 – 12:55 PM	12:25 – 12:55 PM	12:25 – 12:55 PM
5th Regular Period		
Youth 1:00-1:55 PM	**6th Regular Period**	**6th Period Final**
Adults 2:00-3:00 PM (informational assembly)	1:00-2:00 PM	1:00-3:00 PM
	Adults 2:00-3:00 PM Make-up Exams/Assignments	**Youth**. (3:00-3:40 Make-up Exams/Assignments)
7th Period Final		
(Youth only) 2:00 - 3:40 PM	***Youth High School Minimum Day 2:00 PM***	

**** Please note there will NOT be any cafeteria food services for adult students on the last day of finals.***

2025-2026- Quarter 2 PM High School Student Final Exams Block Schedule

Below is the PM final exams block schedule. Please follow the schedule and review it with students.

Tuesday,December 9, 2025	Wednesday, December 10, 2025	Thursday, December 11, 2025
1st Period Regular	**1st Period Final Exam**	**2nd Period Final**
4:15 - 5:25 PM	4:15 - 5:25 PM	4:15 - 5:25 PM
Break: 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM
2nd Regular Period	**4th Period Final**	**4th Period Final Exam**
5:40 - 7:25 PM	5:40 - 7:25 PM	5:40 - 7:25 PM
DINNER BREAK	**DINNER BREAK**	**DINNER BREAK**
7:25 - 7:55 PM	7:25 - 7:55 PM	7:25 - 7:55 PM
3rd Period Final Exam	**6th Period Final**	**5th Period Final**
8:00 - 10:00 PM	8:00 - 9:30 PM	8:00 - 10:00 PM
10:00-10:45 PM (informational assembly)		**10:00 - 10:45 Make-up Exams/Assignments**
	5th Period Regular	
	9:35 - 10:45 PM	

**** Please note there will NOT be any cafeteria food services for adult students on the last day of finals.***

2025-2026- Quarter 3 AM High School Student Final Exams Block Schedule		
minimum day. School for youth high school students ends at 2:00 p.m. on Wednesday. Please follow the schedule and review it		
Tuesday, March 10, 2026	**Wednesday, March 11, 2026**	**Thursday, March 12, 2026**
1st Regular Period	**1st Period Final**	**2nd Period Final**
8:30 – 10:20 AM	8:30 – 10:20 AM	8:30 AM - 10:20 AM
Brunch: 10:20– 10:30 AM	**Brunch:** 10:20– 10:30 AM	**Brunch:** 10:20 – 10:30 AM
4th Period Final	**3rd Period Final**	**5th Period Final**
10:35 AM - 12:25 PM	10:35 - 12:25 PM	10:35 AM - 12:25 PM
LUNCH	**LUNCH**	***LUNCH**
12:25 – 12:55 PM	12:25 – 12:55 PM	12:25 – 12:55 PM
5th Regular Period		
Youth 1:00-1:55 PM	**6th Regular Period**	**6th Period Final**
Adults 2:00-3:00 PM (informational assembly)	1:00-2:00 PM	1:00-3:00 PM
	Adults 2:00-3:00 PM Make-up Exams/Assignments	**Youth**. (3:00-3:40 Make-up Exams/Assignments)
7th Period Final		
(Youth only) 2:00 - 3:40 PM	***Youth High School Minimum Day 2:00 PM***	
Please note there will NOT be any cafeteria food services for adult students on the last day of finals.		

2025-2026- Quarter 3 PM High School Student Final Exams Block Schedule

Below is the PM final exams block schedule. Please follow the schedule and review it with students.

Tuesday, March 10, 2026	Wednesday, March 11, 2026	Thursday, March 12, 2026
1st Period Regular	**1st Period Final Exam**	**2nd Period Final**
4:15 - 5:25 PM	4:15 - 5:25 PM	4:15 - 5:25 PM
Break: 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM
2nd Regular Period	**4th Period Final**	**4th Period Final Exam**
5:40 - 7:25 PM	5:40 - 7:25 PM	5:40 - 7:25 PM
DINNER BREAK	**DINNER BREAK**	**DINNER BREAK**
7:25 - 7:55 PM	7:25 - 7:55 PM	7:25 - 7:55 PM
3rd Period Final Exam	**6th Period Final**	**5th Period Final**
8:00 - 10:00 PM	8:00 - 9:30 PM	8:00 - 10:00 PM
10:00-10:45 PM (informational assembly)		**10:00 - 10:45 Make-up Exams/Assignments**
	5th Period Regular	
	9:35 - 10:45 PM	

**** Please note there will NOT be any cafeteria food services for adult students on the last day of finals.***

2025-2026- Quarter 4 AM High School Student Final Exams Block Schedule		
one minimum day. School for youth high school students ends at 2:00 p.m. on Wednesday. Please follow the schedule and		
Tuesday, May 26, 2026	**Wednesday, May 27, 2026**	**Thursday, May 28, 2026**
1st Regular Period	**1st Period Final**	**2nd Period Final**
8:30 – 10:20 AM	8:30 – 10:20 AM	8:30 AM - 10:20 AM
Brunch: 10:20– 10:30 AM	**Brunch:** 10:20– 10:30 AM	**Brunch:** 10:20 – 10:30 AM
4th Period Final	**3rd Period Final**	**5th Period Final**
10:35 AM - 12:25 PM	10:35 - 12:25 PM	10:35 AM - 12:25 PM
LUNCH	**LUNCH**	***LUNCH**
12:25 – 12:55 PM	12:25 – 12:55 PM	12:25 – 12:55 PM
5th Regular Period		
Youth 1:00-1:55 PM	**6th Regular Period**	**6th Period Final**
Adults 2:00-3:00 PM (informational assembly)	1:00-2:00 PM	1:00-3:00 PM
	Adults 2:00-3:00 PM Make-up Exams/Assignments	**Youth**. (3:00-3:40 Make-up Exams/Assignments)
7th Period Final		
(Youth only) 2:00 - 3:40 PM	***Youth High School Minimum Day 2:00 PM***	
**** Please note there will NOT be any cafeteria food services for adult students on the last day of finals.***		

2025-2026- Quarter 4 AM Adult High School Student Final Exams Block Schedule

Below is the PM final exams block schedule. Please follow the schedule and review it with students.

Tuesday, May 26, 2026	Wednesday, May 27, 2026	Thursday, May 28, 2026
1st Regular Period	**1st Period Final**	**2nd Period Final**
8:30 – 10:20 AM	8:30 – 10:20 AM	8:30 AM - 10:20 AM
Brunch: 10:20– 10:30 AM	**Brunch:** 10:20– 10:30 AM	**Brunch:** 10:20 – 10:30 AM
4th Period Final	**3rd Period Final**	**5th Period Final**
10:35 AM - 12:25 PM	10:35 - 12:25 PM	10:35 AM - 12:25 PM
LUNCH	**LUNCH**	***LUNCH**
12:25 – 12:55 PM	12:25 – 12:55 PM	12:25 – 12:55 PM
5th Regular Period	**6th Regular Period**	**6th Period Final**
1:00-3:00 PM	1:00-3:00 PM	1:00-3:00 PM

**** Please note there will NOT be any cafeteria food services for adult students on the last day of finals.***

2025-2026- Quarter 4 PM High School Student Final Exams Block Schedule

Below is the PM final exams block schedule. Please follow the schedule and review it with students.

Wednesday, June 10, 2026	Thursday, June 11, 2026	Friday, June 12, 2026
1st Period Regular	**1st Period Final Exam**	**2nd Period Final**
4:15 - 5:25 PM	4:15 - 5:25 PM	4:15 - 5:25 PM

Break: 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM	**Break:** 5:25– 5:35 PM
2nd Regular Period	**4th Period Final**	**4th Period Final Exam**
5:40 - 7:25 PM	5:40 - 7:25 PM	5:40 - 7:25 PM
DINNER BREAK	**DINNER BREAK**	**DINNER BREAK**
7:25 - 7:55 PM	7:25 - 7:55 PM	7:25 - 7:55 PM
3rd Period Final Exam	**6th Period Final**	**5th Period Final**
8:00 - 10:00 PM	8:00 - 9:30 PM	8:00 - 10:00 PM
10:00-10:45 PM (informational assembly)	**5th Period Regular** 9:35 - 10:45 PM	**10:00 - 10:45 Make-up Exams/Assignments**

**** Please note there will NOT be any cafeteria food services for adult students on the last day of finals.***

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

January 9, 2026

Via Email: gedeonp@esuhsd.org

Phillip Gedeon
Coordinator of Charter School Oversight
Eastside High School District
830 North Capitol Ave
San Jose, CA 95133

Re: Response to Notice of Concern – Alleged Delay in Providing Information

Dear Mr. Gedeon,

The Board of Directors ("Board") of Escuela Popular del Pueblo ("Escuela Popular" or "the School") is in receipt of your Notice of Concern dated December 12, 2025 ("Notice") regarding the East Side Union High School District's ("District") claim that Escuela Popular has not provided access to information for charter oversight and renewal in a timely manner. Escuela Popular disputes the District's characterization of its responses to the District's numerous requests. Escuela Popular responds to each of the District's claimed concerns in the Notice below.

Escuela Popular: (1) has now provided all of the requested information; and (2) is waiting on the District to provide availability for scheduling staff interviews.

Escuela Popular has received and responded to dozens of requests and notices and has consistently responded to them in a timely and thoughtful manner, which has required many hours of staff time. We have received notices with less than thirty (30) days to respond, including additional notices while we were still in the response window of previous notices. Staff have worked nights, weekends, and over holidays to meet the District's arbitrary deadlines. Given the high stakes of these requests, we conduct due diligence in evaluating and responding to each request, which includes review by the Executive Director, school staff, legal counsel, consultants, and our Board. We work on these as a team, and that does require sufficient time for consultation to ensure we have a complete, accurate, and vetted response. The numerous notices have increased stress, adversely impacted the climate for staff, and diverted precious staff time from meeting student and school operational needs.

Response to Claim of Delay in Providing User Credentials and Access to PowerSchool Student Information System:

The District claims that Escuela Popular unreasonably delayed in providing the District with unfettered access to Escuela Popular's PowerSchool Student Information System. Characterizing this as an unreasonable delay is misleading and factually inaccurate. In reality, just two days after the District's July 14, 2025, extraordinary request for full PowerSchool access, Escuela Popular's counsel e-mailed the District's counsel and explained that Escuela Popular is reviewing the student and employee privacy rights issues of granting the District access to PowerSchool. The District's

counsel e-mailed Escuela Popular's counsel requesting follow-up, and on July 22, 2025, Escuela Popular's attorney Jerry Simmons provided the following response to the District's attorney William Schuetz:

> "I did have a call with the client yesterday afternoon. They are comfortable giving read-only access to PowerSchool records that the District requires in order to perform its oversight functions. Can you tell us what fields the District would like access to so that the school can grant this access? I am assuming enrollment and attendance, but we can make other fields available to review if the District indicates that this is required for its oversight. Of course they would like a commitment from the District that it will maintain all such confidential student records with the same degree of confidentiality that the school is legally required to meet under FERPA. I assume your client will have no objection to this. The school just needs something in writing to meet its obligations to protect confidential student information except as necessary for the District to perform its oversight function." (See e-mail chain between Escuela Popular counsel and District Counsel enclosed as Exhibit A).

The July 22, 2025 correspondence clarified that Escuela Popular did not grant immediate full access to PowerSchool because it needed to review the school's relevant legal obligations with giving open access to a third party and receive confirmation from the District that it would treat access to these records with the same level of legal compliance applicable to Escuela Popular. In addition, Escuela Popular needed to work with its outside vendor (i.e., EdTec) to configure access to PowerSchool by the District.

In the subsequent e-mail correspondence between Escuela Popular's counsel and the District's counsel, Escuela Popular's counsel discussed logistics for facilitating full access while ensuring compliance with laws regarding confidential student records, among other considerations. On July 30, 2025, Mr. Simmons e-mailed Mr. Schuetz the following:

> "Edtec (the school's back office provider) has finalized the read-only access setup for the District in PowerSchool. We would like to recommend a walkthrough for the assigned District staff member. Once we confirm who will be receiving access on the District's end, we'll gladly coordinate a time that works best for them to walk through the system and ensure they can easily navigate and access the information they need. PowerSchool's complexity is definitely something we want to help mitigate. Do you know who specifically at the District the School and Edtec should coordinate with?" (See Exhibit A).

That same day, Mr. Schuetz provided Mr. Simmons with the contact information for the District staff members who EdTec could contact to provide access to PowerSchool. The District's letter acknowledges that, on August 6, 2025, the District received limited access to PowerSchool, and on August 15, 2025 the District received view all access. From the District's July 14, 2025 request, to August 15, 2025, Escuela Popular was consistently working first with its attorneys, then directly with the District's legal counsel, while at the same time working with EdTec, then with District oversight staff to set up and facilitate access to PowerSchool in a way that would both comply with the School's legal obligations and enable District staff to navigate the software platform.

Additionally, it is highly unusual for an authorizing school district to demand direct access to a charter school's PowerSchool or other student information system. Indeed, our counsel advises us that in 32 years, they have never seen a District request full access to PowerSchool, as the database includes comprehensive confidential student record information, staff personal information, medical information, etc. These are complex systems containing a large quantity of sensitive student data. The School has a legal obligation to protect personal information of our students and students' privacy, and all requests need to be vetted to provide legally compliant access while maintaining the highest level of security for student data. Balancing these needs is the responsible thing to do and should be considered in any case.

And **there is no legal obligation for a charter school to provide an authorizer with direct access to this type of system**. The Charter Schools Act only requires a charter school to "promptly respond to all reasonable inquires"; there is nothing in the law that requires the charter school to grant continuous live access to its database systems. The normal process would be for a district to request certain information and for charter school staff to pull that information from the system and provide it to the District. PowerSchool, in particular, is a software platform that is difficult to use and requires some level of technical knowledge to operate. This can cause misunderstandings such as District staff assuming that certain information is not present, when in reality the information is there and requires a particular set of commands in order to access it.

To be clear, Escuela Popular is willing and able to provide the District with whatever information it needs in order to maintain oversight as the authorizer; however, Escuela Popular rejects the characterization that it delayed or inhibited the District's oversight in any way by working with the District's and Escuela Popular's legal counsel to meet this unusual and extraordinary request for unfettered live and continuous access to Escuela Popular's data. Escuela Popular continues to allow the District access to PowerSchool on a voluntary basis as a demonstration of transparency.

Response to Claim of Delay in Providing Contracts for All EPCTC Employees:

According to the Notice, the District requested copies of the contracts for all Escuela Popular Center for Training and Careers (EPCTC) employees on November 13, 2025. This extensive request for records (that required administrative staff to pull more than 1000 pages of contracts out of numerous employee files) came in shortly before the Thanksgiving holiday and was on top of the other requests from the District for information or responses to various issues (for example, a request for detailed credentialing information which had a response deadline of November 17, 2025). Escuela Popular apologizes for any delay in providing an estimated date for receipt of the requested contracts. We are also currently undergoing a transition in our HR and Talent Acquisition procedures with the expertise of an outside vendor, Vertex HR.

Escuela Popular has attached the requested contracts to this correspondence as Exhibit D (https://ymclegal.sharefile.com/d-s0790e904d02342fe92c4a0ff1a947d8b). Exhibit D1 is the initial employee agreements that were in effect at the start of the 2025–2026 school year. Exhibit D2 includes agreements that were updated, amended, or replaced after the start of the school year and were in effect at any time between November 13, 2025 (the date the District originally made

this request) and the present. Exhibit D3 includes agreements for employees hired in January 2026. Please do not hesitate to contact us if you need additional information related to this topic.

Escuela Popular disputes the premise that these contracts were necessary in order for the District to "verify compliance with credentialing laws and personnel policies." Escuela Popular has already provided detailed information to the District about its employees, their positions at the school, and their teaching assignments and credentials. In particular, on November 17, 2025, Escuela Popular provided the District with Commission on Teacher Credentialing screenshots and other relevant paperwork (as applicable) for the school's entire teaching staff, along with a list of each teacher, the person's assignment, and an explanation of how that particular teacher's credentials allowed them to teach in the assignment under California law.

Response to Claim of Delay in Providing a Private Room and Staff Meeting Schedule for Annual Oversight Visit on November 18, 2025:

Prior to the November 18, 2025 oversight visit, District staff e-mailed Escuela Popular a request to hold one-on-one meetings with School personnel; this was an unusual request and a radical change in practice for the District had made previously as part of its annual oversight visits. Escuela Popular immediately responded, requesting information about these interviews and requesting that a school administrator be present during each interview. The subsequent e-mail thread regarding the request and scheduling is enclosed as Exhibit E. To be clear, the School NEVER denied the District the right to meet with the School's staff. As you can see from the attached communications, Escuela Popular confirmed that the school is willing to make the employees available during the work day for the interviews but desired to have someone from the Administration (or the Board) be present during the interviews. (see Exhibit E). Ultimately, the District failed to hold or reschedule these meetings.

In addition, on November 18, 2025, when District staff were on campus for the oversight visit, Ms. Reguerin asked the District staff if they still wanted to meet with individual staff members as they had requested, and reiterated that the School's preference was to have an administrator present. Bjorn Berg responded that the District would prefer not to have an administrator present. In response, Ms. Reguerin agreed that they could go ahead and schedule staff interviews around noon and that she would follow up via e-mail with the schedule. This required coordinating with multiple staff members and took longer to facilitate than anticipated. At 12:50 p.m. that same day, Mr. Berg e-mailed Ms. Reguerin letting her know that, because he had not received the interview schedule yet, he would follow up at a later date with this request (rather than conducting the interviews that same day). To date, Ms. Reguerin has not received a follow-up correspondence from Mr. Berg regarding these interviews.

As noted above, Escuela Popular was willing and ready to facilitate these interviews on November 18, 2025. It was the District staff's choice to decline to move forward with the interviews on November 18, 2025, or to subsequently reschedule the interviews. It is disingenuous to claim that Escuela Popular has delayed or interfered with the District's oversight when the School granted permission for the interviews and the District refused to hold or reschedule those interviews.

Additionally, demanding private, one-on-one interviews with staff is atypical and unorthodox for a school district authorizer conducting its annual oversight visit. This is not a standard expectation; it is an unusual request, and the District should not treat any claimed failure to do it fast enough as some kind of violation. **There is no legal requirement to present a school's employees for interview.** The Charter Schools Act only requires that the *charter school* respond to reasonable inquiries from its authorizer, not individual *employees*. Escuela Popular was, and remains, willing to accommodate interviews with the appropriate conditions.

Actions to Address the District's Concerns:

Rescheduling One-On-One Meetings with Staff

Escuela Popular remains willing to schedule interviews between District staff and Escuela Popular staff.

Our understanding is that these interviews will be voluntary on the part of the individual staff members in question. We also request the a copy of the interview questions be provided to Escuela Popular's legal counsel at least 5 business days in advance of any interview for this purpose so that counsel can then provide the questions to the relevant staff member. Additionally, some Escuela Popular staff members have expressed that they felt they were being interrogated in prior meetings with District oversight staff. In order to mitigate the fact that one-on-one interviews can feel intimidating for staff members, Escuela Popular will have its legal counsel present during these interviews. District staff are welcome to contact Escuela Popular's legal counsel to coordinate these meetings. Attorney Ellen Doty (edoty@ymclegal.com) will be the main point of contact for this purpose unless the District is instructed otherwise.

Submission of Contracts for EPCTC Employees

Escuela Popular has now submitted the contracts for EPCTC employees (see Exhibit D). Please reach out if additional information is needed.

Additional Steps to Facilitate Provision of Requested Information to the District

Escuela Popular does not believe that it has unreasonably delayed providing information to the District. However, Escuela Popular has taken steps to increase administrative staff's capacity to quickly respond to the District's requests. In addition, Escuela Popular has retained the assistance of an external Human Resources company, Vertex HR, to provide administrative support, including on issues of recruitment and credentialing development. Escuela Popular is hopeful that this will increase the speed at which Escuela Popular can respond to the District's information requests.

Even with these additional measures, Escuela Popular respectfully requests the District to provide adequate time to research and respond to District's questions, draft a response, and then get Board approval of the response. Although other authorizers routinely accept responses from the charter school's administration, the District's insistence that each and every response be Board-approved has slowed Escuela Popular's response time. Escuela Popular would like to direct its

administrative resources toward the goals it shares with the District of increasing the number of fully credentialed teachers at our schools and improving student outcomes.

In closing, I want to reiterate that we work as a collective team between school leadership, Executive Director, the Board, legal counsel, and our providers/consultants in responding to the District. This is done to ensure accurate and appropriate responses.

I am available to discuss further as needed.

Sincerely,

Dr. Pablo Reguerín, on behalf of the Escuela Popular Del Pueblo Board

CC: District Board of Trustees

EXHIBIT “A”

From:	Jerry W. Simmons
To:	William F. Schuetz, Jr.
Cc:	Paul C. Minney
Subject:	RE: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting (Follow-up)
Date:	Wednesday, July 30, 2025 3:40:03 PM

Will do. Thank you.

Jerry

Jerry Simmons • Partner | Attorney at Law

t 916.646.1400 c 916.803.5675 w ymclegal.com

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From: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Sent: Wednesday, July 30, 2025 3:26 PM
To: Jerry W. Simmons <jsimmons@ymclegal.com>
Cc: Paul C. Minney <pminney@ymclegal.com>
Subject: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting (Follow-up)

Please ask Edtec to coordinate with Bjorn Berg and Phillip Gedeon at the District.

bergbj@esuhsd.org
gedeonp@esuhsd.org

William F. Schuetz, Jr.
Attorney at Law
DANNIS WOLIVER KELLEY
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From: Jerry W. Simmons <jsimmons@ymclegal.com>
Sent: Wednesday, July 30, 2025 2:14 PM
To: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Cc: Paul C. Minney <pminney@ymclegal.com>
Subject: RE: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting (Follow-up)

Bill,

Edtec (the school's back office provider) has finalized the read-only access setup for the District in PowerSchool. We would like to recommend a walkthrough for the assigned District staff member. Once we confirm who will be receiving access on the District's end, we'll gladly coordinate a time that works best for them to walk through the system and ensure they can easily navigate and access the information they need. PowerSchool's complexity is definitely something we want to help mitigate. Do you know who specifically at the District the School and Edtec should coordinate with?

As far as the student-to-student analysis necessary to respond to attendance issues in the Ryland report, that is in progress and will be ready by the 8th of August.

Best,

Jerry

Jerry Simmons • Partner | Attorney at Law

t 916.646.1400 c 916.803.5675 w ymclegal.com

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From: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Sent: Tuesday, July 29, 2025 9:03 AM
To: Jerry W. Simmons <jsimmons@ymclegal.com>
Cc: Paul C. Minney <pminney@ymclegal.com>
Subject: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting (Follow-up)
Importance: High

Hi Jerry, checking back with you about the PowerSchool access request and status of Ryland report response from Escuela. Thank you.

William F. Schuetz, Jr.
Attorney at Law
DANNIS WOLIVER KELLEY
555 Capitol Mall, Suite 645
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FAX 916.978.4039
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www.DWKesq.com

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From: William F. Schuetz, Jr.

Sent: Friday, July 25, 2025 2:31 PM

To: Jerry W. Simmons <jsimmons@ymclegal.com>

Cc: Paul C. Minney <pminney@ymclegal.com>

Subject: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Hi Jerry, checking back with you about my 7/24 email below. Please get back to me about the 2 items. Thank you.

William F. Schuetz, Jr.
Attorney at Law
DANNIS WOLIVER KELLEY
555 Capitol Mall, Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039
wschuetz@DWKesq.com
www.DWKesq.com

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From: William F. Schuetz, Jr.

Sent: Thursday, July 24, 2025 10:07 AM

To: Jerry W. Simmons <jsimmons@ymclegal.com>

Subject: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Importance: High

Thank you Jerry.

Confirming that the District requests *read only* access to the following fields/modules in PowerSchool for performance of charter oversight obligations:

- Attendance
- Enrollment
- Master schedule fields (both for the course list/teacher assignments, as well as student course enrollments)

Additionally, the District requests access to the "Advanced Reports" feature to run reports associated with the above-listed fields/modules.

The District will maintain the confidentiality of charter school student records/information obtained through its access to PowerSchool to the same degree that the charter school is legally required to meet under FERPA, except as necessary for the District to perform its oversight function as you referenced.

Also, Ms. Reguerin represented in her email on July 16, 2025, that Escuela anticipates providing a full response within one week, once they have completed their internal review and gathered all pertinent information. Since it has now been over one week, please advise regarding status.

Thank you,
-Bill

William F. Schuetz, Jr.
Attorney at Law
DANNIS WOLIVER KELLEY
555 Capitol Mall, Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039
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From: Jerry W. Simmons <jsimmons@ymclegal.com>
Sent: Tuesday, July 22, 2025 12:00 PM
To: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Cc: Paul C. Minney <pminney@ymclegal.com>
Subject: RE: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Hi Bill,

I did have a call with the client yesterday afternoon. They are comfortable giving read only access to PowerSchool records that the District requires in order to perform its oversight functions. Can you tell us what fields the District would like access to so that the school can grant this access? I am assuming enrollment and attendance, but we can make other fields available to review if the District indicates that this is required for its oversight. Of course they would like a commitment from the District that it will maintain all such confidential student records with the same degree of confidentiality that the school is legally required to meet under FERPA. I assume your client will have no objection to this. The school just needs something in writing to meet its obligations to protect confidential student information except as necessary for the District to perform its oversight function.

If it would be helpful, I could get on a quick call to discuss this further. You can reach me today on my cell at 916-803-5675.

Best,
Jerry

Jerry Simmons • Partner | Attorney at Law

t 916.646.1400 c 916.803.5675 w ymclegal.com

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From: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Sent: Tuesday, July 22, 2025 7:17 AM
To: Jerry W. Simmons <jsimmons@ymclegal.com>
Cc: Paul C. Minney <pminney@ymclegal.com>
Subject: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Hi Jerry, there is concern about Escuela's delay in providing the District with read only access to PowerSchool. Please get back to me today about this.

Thank you.

William F. Schuetz, Jr.
Attorney at Law
DANNIS WOLIVER KELLEY
555 Capitol Mall, Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039
wschuetz@DWKesq.com
www.DWKesq.com

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From: Jerry W. Simmons <jsimmons@ymclegal.com>
Sent: Monday, July 21, 2025 7:05 AM
To: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Cc: Paul C. Minney <pminney@ymclegal.com>
Subject: Re: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Hi Bill,

I have a call scheduled with the client this afternoon and will reach out following that.

Best,
Jerry

Jerry Simmons • Partner | Attorney at Law

t 916.646.1400 c 916.803.5675 w ymclegal.com

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From: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Sent: Monday, July 21, 2025 6:25:46 AM
To: Jerry W. Simmons <jsimmons@ymclegal.com>
Cc: Paul C. Minney <pminney@ymclegal.com>
Subject: FW: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Hi Jerry, please get back to me about PowerSchool access. Thank you.

William F. Schuetz, Jr.
Attorney at Law
DANNIS WOLIVER KELLEY
555 Capitol Mall, Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039
wschuetz@DWKesq.com
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From: Paul C. Minney <pminney@ymclegal.com>
Sent: Wednesday, July 16, 2025 4:09 PM
To: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: RE: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Bill, thanks for the email. I have copied Jerry on this communication as he is working with the client on the Ryland report issues -- which includes access to PowerSchool.

Thanks,

Paul Minney • Partner/Founder | Attorney at Law

t 916.646.1400 c 916.837.9700 w ymclegal.com

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From: William F. Schuetz, Jr. <wschuetz@dwkesq.com>
Sent: Wednesday, July 16, 2025 4:04 PM
To: Paul C. Minney <pminney@ymclegal.com>
Subject: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting

Hi Paul, the District received the below response from Ms. Reguerin this morning in which she states:

Additionally, we are assessing the appropriate level of access to our systems, including PowerSchool, that aligns with internal protocols and data security requirements. We anticipate providing a full response within one week, once we have completed our internal review and gathered all pertinent information.

While we understand that additional time is needed to provide a response to the report, there is no justification for any delay related to accessing PowerSchool. The District again requests that Escuela provide the District with direct read only access to Powerschool without delay. Please ask your client to contact the District directly with that access information.

Additionally, as to the preservation of records request – since your client received the correspondence from the District enclosing the Ryland report on July 11, 2025, our expectation is that all data and records were preserved as of July 11.

Thank you.

William F. Schuetz, Jr.
Attorney at Law
DANNIS WOLIVER KELLEY
555 Capitol Mall, Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039
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---------- Forwarded message ---------
From: **Patricia Reguerin** <patricia@escuelapopular.org>
Date: Wed, Jul 16, 2025 at 9:41 AM
Subject: Re: FOR IMMEDIATE ATTENTION: Report by Ryland Strategic Business Consulting
To: Berg, Bjorn <bergbj@esuhsd.org>
Cc: Phillip Gedeon <gedeonp@esuhsd.org>, Teresa Marquez <marquezt@esuhsd.org>

Hello:

Thank you for your response.

We acknowledge the District's request and are fully committed to cooperating. Please be assured that we have issued written instructions today to staff and to our head of IT directing that no records be altered or destroyed. All relevant records will be preserved as outlined in your request.

We are currently gathering and reviewing the necessary information to respond substantively to the report. Additionally, we are assessing the appropriate level of access to our systems, including PowerSchool, that aligns with internal protocols and data security requirements. We anticipate providing a full response within one week, once we have completed our internal review and gathered all pertinent information.

Sincerely,

Patricia Reguerin

Executive Director

Escuela Popular

408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Mon, Jul 14, 2025 at 10:51 AM Berg, Bjorn <bergbj@esuhsd.org> wrote:

> Dear Ms. Reguerin,
>
> Thank you for your attention to this and your prompt response. The issues raised in the report are substantial and concerning and are based on publicly available records and information and/or information provided by Escuela Popular and, I understand, have been under discussion between District staff and you and your staff for some time now. For that reason, the District believes your review and response could be completed very quickly so that the District can then consider next steps that may be necessary and/or appropriate in advance of the start of the new instructional year. That said, I will inform the District's administrative team and try to respond further within the next 24 hours.
>
> In the meantime, we would like your assurance that you will agree to provide the District and its staff and consultants direct access to the following information and data systems and platforms to aid the District in conducting its oversight and monitoring activities: PowerSchool.
>
> Finally, the District is hereby requesting that, notwithstanding any document retention and destruction policy or verbal or written directives to the contrary, Escuela Popular preserve all records and immediately suspend the destruction of any and all records in Escuela Popular's possession, custody or control relating to the organization's financial matters, attendance reporting, instructional minutes requirements and reporting, and teacher credentials and credentialing. This is to further request that Escuela Popular not alter, modify, transfer or delete any such records, including but not limited to any electronically stored information ("ESI") such as emails; word documents; scanned documents; text messages; and other forms and types of information held, stored, and/or maintained electronically; including without limitation its "metadata" (that is, data about data) which (regardless of whether or not hidden from the normal creators, viewers, or recipients) provides information regarding ESI including without limitation the identity of blind-carbon recipients of emails, the date and/or author of documents, the number of document versions, and hidden messages or formulas, redline/blackline document comparisons; and including without limitation "hash values" which indicate any changes to or deletion of metadata. ESI should be preserved in its "native" format, that is, with its associated file structure defined by the application used to create the document (for example, an email message as created and decoded by the appropriate email application such as Outlook or Google, or a word-processing document created and decoded by Microsoft Word).
>
> Please confirm that Escuela Popular will abide by that request.
>
> Sincerely,
>
> Bjorn Berg

Director of Assessment & Accountability
Charter School Oversight
East Side Union High School District
(408) 347-5174

On Fri, Jul 11, 2025 at 4:13 PM Patricia Reguerin <patricia@escuelapopular.org> wrote:

> Dear Mr. Berg,
>
> Thank you for sharing the report prepared by Ryland Strategic Business Consulting. We take the concerns raised in the report seriously and are committed to thoroughly reviewing its findings.
>
> Given the magnitude and importance of the issues outlined, we respectfully request an extension of two weeks to provide a comprehensive and accurate response. Escuela Popular fully intends to respond in good faith, and if any of the concerns raised are found to be accurate, we are prepared to take immediate steps to remediate them.
>
> We appreciate the District's oversight role and your consideration of this request, and we remain committed to ensuring full compliance and transparency.
>
> Warm regards,
>
> Patricia Reguerin
>
> Executive Director
>
> Escuela Popular
>
> 408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Fri, Jul 11, 2025 at 2:02 PM Berg, Bjorn <bergbj@esuhsd.org> wrote:

> July 11, 2025
>
> **VIA E-MAIL**
> Patricia Reguerin, Executive Director
> Escuela Popular
> 149 North White Road
> San José, CA 95127
>
> Re: **FOR IMMEDIATE ATTENTION:** Report by Ryland Strategic Business Consulting
>
> Dear Ms. Reguerin:
>
> A charter authorizing entity is responsible for ensuring the charter school operates in compliance with all applicable laws and the terms of its charter, including monitoring the fiscal condition of the charter school and providing the charter school with general guidance and assistance on various issues, such as funding and compliance. (See, e.g., Cal. Education Code section 47604.32 and https://www.cde.ca.gov/sp/ch/qandasec3.asp.) A charter school shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority. (Educ. Code section 47604.3.)
>
> In April 2025, the East Side Union High School District retained consultant Ryland Strategic Business Consulting (RSBC) to provide assistance to the District with evaluating charter school operations as part of the District's oversight, including attendance reporting, instructional minutes requirements, proper credentials, and appropriate funding determinations. The District has received the attached report from RSBC relating to Escuela Popular's reporting of instructional minutes, attendance reporting, and teacher credentialing (i.e., whether EP teachers assigned to specific courses held credentials that appropriately authorized them to teach those subjects). The report provided to the District raises serious issues relating to EP's compliance in each of those areas reviewed.
>
> Please review the report carefully and provide any information and/or written response(s) or corrections you believe are appropriate or necessary, including any documentation in support of your response. **Please forward any response to me via e-mail at the following address:** bergbj@esuhsd.org. **Your response must be**

received by the District by 5:30 p.m. on Monday, July 14, 2025, at which point the District will consider the report final.

Thank you for your immediate attention to this important matter.

Sincerely,

Bjorn Berg
Director of Assessment & Accountability
Charter School Oversight
East Side Union High School District
(408) 347-5174

Attachment: Ryland Strategic Business Consulting Report, July 2025

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EXHIBIT “B”

Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Oversight Request: Contracts for CTC Staff

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 13, 2025 at 11:46 AM
To: Cindy Cortes <Cindy@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>
Cc: Bjorn Berg <bergbj@esuhsd.org>

Aloha Patricia and Cindy,

Per Education Code section 47604.3, EPCTC/EPAFLC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC/EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.

To ensure EPCTC's compliance with teacher credentialing, the District is requesting the following items:

- Contracts for all EPCTC Teachers
- Contracts for all EPCTC Instructors, Paraprofessionals, Teaching Assistants, etc
- First/Original start date of hire for all EPCTC Employees

Can you have this completed by the end of the day on Tuesday, November 18?

Thank you.

Please don't hesitate to reach out if you have any questions or concerns.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

EXHIBIT “C”

Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Employment Contracts Update

4 messages

Patricia Reguerin <patricia@escuelapopular.org> Mon, Nov 17, 2025 at 5:26 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,
We're looking forward to your visit tomorrow, November 18, 2025, and wanted to share a quick update ahead of time. Cindy mentioned to me that during your last visit, you requested to see separate substitute contracts. The updated substitute contracts will not yet be visible during your onsite visit. Please know that our HR team at Vertex Education is actively reviewing the recommended changes to ensure all agreements remain in full compliance with applicable requirements.

We appreciate your understanding and partnership as we work through this process. Our goal is to ensure accuracy and alignment across all agreements, and we remain committed to open communication and transparency throughout.

Thank you for your continued collaboration and support.

Best regards,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Thu, Nov 13, 2025 at 11:46 AM Gedeon, Phillip <gedeonp@esuhsd.org> wrote:

> Aloha Patricia and Cindy,
>
> Per Education Code section 47604.3, EPCTC/EPAFLC "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that open and cooperative communication between the District and the Charter School is an integral part of our relationship, and timely responses by EPCTC/EPAFLC to our reasonable inquiries are mandated and critical to fulfilling our oversight function/responsibilities as authorizer.
>
> To ensure EPCTC's compliance with teacher credentialing, the District is requesting the following items:
>
> - Contracts for all EPCTC Teachers
> - Contracts for all EPCTC Instructors, Paraprofessionals, Teaching Assistants, etc
> - First/Original start date of hire for all EPCTC Employees
>
> **Can you have this completed by the end of the day on Tuesday, November 18?**
>
> Thank you.
>
> Please don't hesitate to reach out if you have any questions or concerns.
>
> Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Gedeon, Phillip <gedeonp@esuhsd.org> Mon, Nov 17, 2025 at 7:00 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Cindy Cortes <Cindy@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

> Aloha Patricia,
>
> Thank you for the update. Can you provide the District with an estimated time for when this information will be submitted? Having access to this information is critical to our ability to ensure that EPAFLC and EPCTC are both in compliance with Education Code section 47605(l) and its good standing as outlined in the Notice of Probation of being informed of all new hires by EPAFLC and EPCTC.
>
> Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

Cindy Cortes <Cindy@escuelapopular.org> Tue, Nov 18, 2025 at 4:49 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Hello Phillip,

Attached is the First/Original start of hire for all EPCTC Employees.

Let us know if you have any questions.

Best Regards,
Cindy
[Quoted text hidden]
--
Cindy Cortes, HR Manager
Office: (408) 275-7191 ext. 1012
Cell: (408) 426-6591
Fax: (408) 919-4499
[Quoted text hidden]

EP CTC Employee Hire Date.xlsx
17K

Gedeon, Phillip <gedeonp@esuhsd.org> Thu, Nov 20, 2025 at 12:06 PM
To: Cindy Cortes <Cindy@escuelapopular.org>
Cc: Patricia Reguerin <patricia@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Aloha Cindy,

I am replying to confirm receipt of your email with the employee's original hire dates. I will be in contact if I have any questions or additional requests. Thank you.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

[Quoted text hidden]

EXHIBIT “D”

EXHIBIT “D-1”

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Karina Mendel Batres

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **Student Data Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position: 234
School Calendar:12-Month

3. **Compensation**

The hourly pay for this position is **$34.16**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

   The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

   The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

    The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

    Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

   The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

   The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

   This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Name: Karina Medel Batres Date: 11/7/25

Signature: _____

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **Student Data Specialist**
FLSA Status: **Nonexempt**
Reports to: **Student Data Manager**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Student Data Specialist is responsible for supporting student data management, enrollment, and attendance tracking. This role involves data entry, verification, and communication with staff, students, and families to ensure the accuracy and integrity of student records.

The Student Data Specialist performs clerical and administrative tasks related to student registration, attendance, grading, and compliance reporting but does not have supervisory responsibilities or independent decision-making authority.

This position requires strong attention to detail, organizational skills, and the ability to handle confidential student information while working in collaboration with the Student Data Manager, teachers, school administrators, and families.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Data Management & Recordkeeping

- Assist in maintaining student files, attendance records, and enrollment documentation.
- Support the preparation, processing, and distribution of various registration and attendance documents.
- Enter, update, and verify student demographic and attendance data in the Student Information System (SIS) under the direction of the Student Data Manager.
- Collect, review, and file teachers' attendance rosters, ensuring all records are properly documented.
- Enter student grades and demographic updates as directed.
- Generate and update student schedules, ensuring accurate data input.
- Assist in identifying and correcting discrepancies in student data by collaborating with the appropriate staff.
- Support attendance reporting by providing accurate student absence records to school administrators.
- Print and distribute class rosters to teachers, ensuring timely updates.
- File and organize teachers' attendance rosters, creating attendance record books.
- Verify the accuracy of teacher-submitted attendance records, assisting in corrections when necessary.

- Document and track student absences, issuing excuse slips and updating the Student Absent Tracking sheet as needed.

Communication & Family Engagement

- Contact parents/guardians regarding student absences and attendance concerns, ensuring accurate communication.
- Prepare student verification letters and assist in drafting other attendance- and data-related correspondence.
- Work closely with the Student Data Manager, teachers, and office staff to ensure efficient data collection and reporting.
- Respond to staff and parent inquiries related to student data, directing complex issues to the Student Data Manager.

Compliance & Confidentiality

- Ensure compliance with school policies and procedures related to student registration, attendance, and records management.
- Maintain strict confidentiality in handling student records in accordance with FERPA and school policies.
- Follow established guidelines for managing, storing, and securing sensitive student information.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts in Education, Business Management, or a closely related field from an accredited institution. *(High Preferred)*
- Associate of Arts in Education, Business Management, or a closely related field from an accredited institution. *(Required)*
- Two (2) years of experience in a school setting or administrative role. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Student Information Systems (SIS) and data entry processes.
- School policies and procedures related to student attendance, registration, and grading.
- Basic data management and clerical procedures.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Accurately enter, verify, and update student records in a timely manner.
- Communicate professionally and effectively with students, staff, and parents.
- Handle sensitive student information with confidentiality and discretion.
- Organize and manage multiple tasks efficiently.
- Follow directions from the Student Data Manager and collaborate effectively with the school team.
- Maintain attention to detail and ensure data accuracy.

Each of these essential tasks must be performed individually and unassisted by other persons since this

position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 75% sitting, 10% walking, and 15% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Hernandez, Astrid NEW

2025-2026 Employment Agreement and Job Description_Hernandez, Astrid

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Hernandez Astrid.pdf

☑ I acknowledge this document

X Astrid Hernandez Gonzalez 9/26/25 8:06:51 PM (CST)

Astrid Hernandez Gonzalez [2074]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Astrid Hernandez Gonzalez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Student Engagement Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position:234
School Calendar: 12 Month

3. **Compensation**

The annual compensation for this position shall be **$72,700** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4937-7342-4436, v. 1

JOB DESCRIPTION

Title:	**Student Engagement Specialist**
FLSA Status:	**Exempt**
Classification:	**Classified**
Reports to:	**Student Services Director**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Student Engagement Specialist provides integrated support to adult learners, promoting academic success and socio-emotional growth. This role focuses on connecting students with school and community resources, strengthening the student-school relationship, and equipping individuals with tools and strategies to support their educational and personal development. The Student Engagement Specialist designs and facilitates workshops, training sessions, and community events based on feedback from adult learners and instructors. These sessions may address topics such as parenting, healthy relationships, communication skills, workplace readiness, emotional wellness, immigration rights, and access to healthcare. Additionally, this role collaborates closely with healthcare providers, school staff, and community partners to ensure that adult students feel supported, informed, and engaged in their educational journey and the broader school community.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Student Support

- Develop and coordinate student support for the AM and PM adult programs by connecting them with school and external services.
- Facilitate individual and group psychoeducational sessions for students and families, when requested, addressing socio-emotional distress.
- Support the implementation of a crisis response team to assist students experiencing mental health distress.
- Create and facilitate workshops tailored to the needs of students and the school community.
- Develop and execute a strategic engagement plan to promote students' participation.
- Collaborate with school leadership to integrate student engagement into schoolwide initiatives.

Community Engagement & Events

- Organize and support events that foster community and engagement among adult learners, community nights, Mercadito, School Pantry distributions, and EBT card support.
- Assist in promoting and publicizing school-wide activities to encourage participation and build a sense of belonging among adult students and their families.

- Engage external stakeholders and build partnerships that enhance family education and access to resources.
- Support school leadership in planning and executing school engagement initiatives.

Stakeholder Collaboration & Communication

- Maintain regular communication with teachers, support staff, and external agencies to monitor students' progress and ensure timely support.
- Plan and facilitate meetings between school staff, students, and relevant community organizations.
- Provide professional development training to school staff on best practices for supporting student socio-emotional development and community engagement.

Other

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts in Education, Social Work, Psychology, or a related field from an accredited institution. *(Required)*
- Minimum of two (2) or more years of community outreach experience supporting families who have experienced trauma or crises (e.g., homelessness, domestic violence). *(Highly Preferred)*
- Deep knowledge of local resources available to families. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Family engagement strategies and best practices.
- Community outreach and resource navigation.
- Behavioral health and trauma-informed care approaches.
- Cultural competency and sensitivity when working with diverse populations.
- Event planning and facilitation.
- Experience coaching and advocating for others in a compassionate, strength-based, and non-judgmental way.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Create an inclusive and culturally responsive learning environment.
- Build trust and relationships with families, staff, and community partners.
- Foster a welcoming and supportive environment for diverse families.
- Relate to students with mutual respect while upholding positive behavior support strategies.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 80% sitting, 10% walking, and 10% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Karina Shantal Campos Salazar

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Case Manager**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position: 234
School Calendar: 12-month

3. **Compensation**

The annual compensation for this position shall be **$83,500**, to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4937-7342-4436, v. 1

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Sergio Carreon

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Spanish Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.25
Total Number of Work Days for Position: 198
School Calendar: 10.5 months

3. **Compensation**

The hourly pay for this position is **$53.32**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or

without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

   The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

   The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

   This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified

herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Alba Cifuentes Trujillo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to

abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position: 187
School Calendar: 10-month

3. **Compensation**

The annual compensation for this position shall be **$81,998.00**, to be paid semi-monthly over 20 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4937-7342-4436, v. 1

2025-2026 EA and JD_Corona, Margarita

2025-2026 Employment Agreement and Job Description_Corona, Margarita

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Corona Margarita.pdf

☑ I acknowledge this document

X

6/04/25 3:40:50 PM (CST)

Margarita Corona
[6537]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Margarita Corona

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Custodian**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$29.80** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Custodian**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Custodian is responsible for maintaining the cleanliness, safety, and overall upkeep of school buildings and facilities. This includes performing routine custodial duties, ensuring a sanitary and organized environment, and promptly reporting maintenance and repair needs. Additionally, the Custodian supports school operations by assisting with event setups, security tasks, and other related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Custodial Responsibilities

- Cleans and sanitizes classrooms, offices, restrooms, hallways, and common areas.
- Sweeps, scrubs, mops, strips, and waxes floors; vacuums, carpets, and rugs.
- Washes windows, chalkboards, counters, and walls; cleans window coverings and blinds.
- Polishes furniture and woodwork to maintain a well-kept appearance.
- Cleans and disinfects restrooms, kitchens, and eating areas.
- Cleans and maintains drinking fountains.
- Empties and cleans waste receptacles and disposes of trash properly.
- Picks up debris from school grounds, walkways, and surrounding areas.
- Washes eating areas as directed; makes emergency cleanups in the cafeteria.
- Maintains custodial supplies and equipment in working order; maintains adequate inventory of supplies, materials, and equipment for the assigned facility.

Facility Maintenance & Security

- Moves and arranges furniture and equipment as needed.
- Sets up and prepares classrooms, meeting rooms, and other school facilities for events.
- Assists with the setup and cleaning of cafeteria areas for breakfast and lunch.
- Performs security checks, including locking/unlocking doors and gates.
- Assists in ensuring that unauthorized animals are escorted off school grounds.

Student Supervision Support

- Assists in supervising TK-8th grade students during recess, lunch, arrival, and dismissal times as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Highly Preferred)*
- Minimum of one (1) year of experience in custodial work, preferably in a school setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Proper cleaning methods, materials, and equipment.
- Safe working procedures and best practices in custodial work.
- Requirements for maintaining school facilities in a safe, clean, and orderly condition.
- Proper security procedures, including locking and unlocking facilities.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Follow cleaning schedules and procedures efficiently.
- Identify and report maintenance and repair needs.
- Maintain inventory of custodial supplies and restock as needed.
- Assist with student supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 60 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes) Continuously: 67% - 100% (greater than 6 hours)
Occasionally: 11% - 33% (up to 3.0 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. These physical standards are generic in nature and tasks may vary dependent on school site or specialized site assignment. The information contained in this physical standards description is for compliance with the American With Disability Act and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties as assigned.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Marilynn Corza

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Registrar Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:234
School Calendar:12 Month

3. **Compensation**

The hourly pay for this position is **$34.50**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Rob Hemming

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position:198
School Calendar: 10.5 Month

3. **Compensation**

The annual compensation for this position shall be **$86,098**, to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee, therefore, shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Estefania, Lopez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **$23.33**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: Hourly
Total Number of Work Days for Position: 234
School Calendar:12 month

3. **Compensation**

The hourly pay for this position is **$23.33**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or

without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

   The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

   The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

   This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified

herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Luis Antonio Perez Arellano

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of Campus Supervisor. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5 month

3. **Compensation**

The hourly pay for this position is **$23.33**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be

affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in

no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

2025-2026 EA and JD_Angel, Brenda

2025-2026 Employment Agreement and Job Description_Angel, Brenda

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Angel Brenda.pdf

☑ I acknowledge this document

X Brenda Angel 5/16/25 7:28:26 PM (CST)

Brenda Angel [2062]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Brenda Angel

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

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3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Assessment Proctor** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.25
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**25.92**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

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5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

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E. ACCEPTANCE OF EMPLOYMENT

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2. All information I have provided to EP related to my employment is true and accurate.

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Assessment Proctor**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Assessment Specialist**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Assessment Proctor performs a variety of technical, administrative, and record-keeping duties to support assessment testing. This includes managing data, maintaining records, and ensuring the smooth administration of assessments. The Proctor also creates a safe and orderly testing environment by explaining test rules, verifying permitted materials, setting up test rooms, and tracking attendance.

This position requires flexibility to work a split shift to accommodate testing for both AM and PM high school programs as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Administering and monitoring assessment tests in accordance with established procedures.
- Managing and maintaining data related to State and District Assessments.
- Inputting, updating, and extracting student information using computer systems and maintaining automated databases and records.
- Preparing and maintaining reports, records, and files related to assessment activities, test results, and workshops.
- Assisting in the preparation of Pre-identification booklets and other testing materials by compiling student demographic information.
- Assists in coordinating and attending meetings and workshops as assigned.
- Monitoring inventory levels of testing materials and placing orders as needed.
- Communicating with school leadership, parents, and external agencies to exchange information and resolve issues.
- Serves as a resource to staff and students regarding assessment policies, procedures, timelines, and requirements.
- Maintains confidentiality of student records and test-related information.
- Supporting other clerical duties as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.

- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Minimum of one (1) year of experience in test assessment or similar function. *(High Preferred)*
- CPR Certification. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Standardized testing procedures and security protocols.
- Basic record-keeping and data entry.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.

- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Follow detailed testing protocols and maintain test security.
- Verify and manage student information accurately.
- Assist with clerical duties as needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 50% walking, and 30% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Arambula, Elva

2025-2026 Employment Agreement and Job Description_Arambula, Elva

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Arambula Elva.pdf

☑ I acknowledge this document

X *Elva Arambula* 5/19/25 6:45:11 PM (CST)

ELVA ARAMBULA
[224]
136.24.34.97

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Elva Arambula

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Arellano Silva, Luz Maria

2025-2026 Employment Agreement and Job Description_Arellano Silva, Luz Maria

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Arellano Silva Luz Maria.pdf

☑ I acknowledge this document

X Luz Maria Arellano-Silva 6/23/25 7:08:33 PM (CST)

Lucero Arellano Silva
[8]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Luz Maria Arellano Silva

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Student Services Director**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$138,400** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

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Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

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C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Student Services Director**
FLSA Status:	**Exempt**
Reports to:	**Executive Director**
Supervises:	**Student and Family Services Specialist, Student Resource Advocate, College and Career Coordinator, Program Case Manager, Special Education Coordinator, Legal Assistant Program Manager, Family Engagement Specialist**

POSITION SUMMARY:

Under general direction, the Student Services Director is responsible for developing, implementing, and overseeing student support services that contribute to a positive and inclusive school climate. This role ensures a safe, equitable, and engaging learning environment by leading initiatives that promote student retention, academic success, social-emotional well-being, and post-secondary readiness. The Student Services Director works collaboratively with staff, students, and families to implement strategies that foster student engagement, safety, and success.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Organizational Leadership

- Upholds the family learning center model and ensures alignment with the school's mission, vision, and values.
- Leads the Student Services Department in fostering a positive, inclusive, and collaborative school culture.
- Oversees and evaluates assigned programs to ensure effectiveness and compliance with school policies and objectives.
- Assists in the development and implementation of LCAP, WASC, and Charter Renewal plans.
- Works closely with the Executive Director OR Executive Leadership to establish strategic priorities and ensure their execution.
- Ensures fair and immediate resolution of student disciplinary matters, maintaining an equitable learning environment.
- Creates a culture of accountability, excellence, and teamwork among staff, students, and families.
- Fosters a school climate that supports both students and staff success, promoting respect and appreciation for all members of the school community.
- Ensures the safety and security of all students, staff, visitors, the public, and school property.
- Ensures an orderly learning environment.

Student Support & Engagement

- Develops, implements, and oversees student support programs that promote social, emotional, and academic success.
- Ensures student and family engagement through school events, meetings, and community outreach.
- Oversees the coordination of school assemblies, special programming, and field trips.
- Fosters a nurturing learning environment that supports student development and success.
- Develops and promotes leadership opportunities for students to enhance communication, teamwork, and problem-solving skills.
- Ensures students have access to resources related to housing, employment, immigration, and mental health support.
- Coordinates programs to build students' 21st-century skills that facilitate conflict resolution, academic learning, and overall well-being.

Special Education Oversight

- Supervises, evaluates, and supports the Special Education Coordinator.
- Serves as the liaison and administrative appointee for IEP meetings.
- Selects, monitors, and evaluates Special Education vendors.
- Ensures proper documentation and implementation of intervention strategies for students with special needs.
- Suggests and promotes alternative strategies to help students to be successful in and out of the classroom.
- Assists in the development, implementation, and evaluation of intervention programs that address the needs of at-risk students.

Academic Counseling & Support

- Works collaboratively with the College and Career Coordinator to ensure students are on track for graduation and post-secondary success.
- Supports the development of diverse academic pathways tailored to student needs and goals.
- In collaboration with the College and Career Coordinator, builds and maintains partnerships with colleges and external organizations to enhance academic opportunities.
- In collaboration with the College and Career Coordinator, assists in ensuring that students are making satisfactory progress toward graduation.
- In collaboration with the College and Career Coordinator, ensures academic programs provide a diversity of academic pathways that meet our students' needs and post-high school goals.

Student Safety & Behavior Intervention

- Oversees behavior intervention strategies, discipline policies, and restorative justice practices.
- Ensures proper documentation and audits the incident reports that are inputted to PowerSchool by the student services team.

- Supports the development of school-wide initiatives to reduce absenteeism and promote student retention.
- Coordinates intervention programs that address student behavioral, academic, and social needs.
- Ensures support and guidance sessions are provided to individuals or groups as additional support or referral to outside agencies.
- Ensures disciplinary and restorative procedures are implemented in accordance with school policies and state laws.

Crisis Intervention & Case Management

- Oversees crisis intervention and management strategies in collaboration with the Program Case Manager.
- In collaboration with the Program Case Manager, ensures seamless referral processes for students needing additional support.
- In collaboration with the Program Case Manager, establishes and maintains partnerships with external agencies to provide wraparound services.
- In collaboration with the Program Case Manager, ensures proper documentation of incidents and case files on students that require additional support.
- Coordinates and facilitates SST meetings and 504 plan meetings in the absence of the Academic Counselor.
- Assists in the development, implementation, and evaluation of intervention programs for at-risk students.
- Serves as an administrator designee for IEP meetings as requested.

Parent & Family Engagement

- Strengthens parent-school relationships by promoting family engagement opportunities.
- Responsible for ensuring the school has a compliant and active School Site Council (SCC) and English Learner Advisory Committee (ELAC).
- Coordinates, plans, and attends family events to enhance parental involvement.
- Acts as a liaison for school-wide events, including parent conferences, health fairs, and community outreach programs.
- Fosters and develops the parent/family's sense of ownership of EP's vision and mission.

Student Recruitment & Retention

- Oversees attendance intervention strategies and truancy prevention initiatives.
- Analyzes data on student attendance and retention to inform decision-making.
- Ensures students and families receive support services related to truancy, absenteeism, and academic barriers.
- Represents Escuela Popular at community events to increase school visibility and recruitment efforts.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts in Education, Social Work, Psychology, or a closely related field from an accredited institution. *(Required)*
- Minimum of five (5) years of school-based experience. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*
- CPI Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Principles of student engagement, support services, and academic intervention.
- Restorative justice practices and behavior intervention strategies.
- Special education laws, IEP processes, and intervention programs.
- School safety policies, crisis management, and emergency response protocols.
- Cultural competency and best practices for working with diverse student populations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.

- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Develop and implement student-centered programs and initiatives.
- Foster a positive and inclusive school culture.
- Address student behavioral, emotional, and academic challenges with effective intervention strategies.
- Collaborate with staff, families, and external agencies to provide comprehensive student support.
- Ensure compliance with school policies, state laws, and best practices.
- Manage multiple programs, priorities, and staff members effectively.
- Communicate clearly and professionally in both English and Spanish.
- Utilize data-driven decision-making to support student success.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone and with others.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 60% sitting, 20% walking, and 20% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Bardales, Isaias_updated

2025-2026 Employment Agreement and Job Description_Bardales, Isaias_updated

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Bardales Isaias.pdf

☑ I acknowledge this document

X 8/12/25 7:33:11 PM (CST)

Isaias Bardales [2068]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Isaias Bardales

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Campus Security Office**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Work Days for Position: 198
School Calendar: 10.5-Months

3. **Compensation**

The hourly pay for this position is **$28.52**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Campus Security Officer**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Campus Security Officer is responsible for maintaining a safe and secure school environment by enforcing campus safety protocols, monitoring facilities, and responding to emergencies. This position plays a critical role in preventing unauthorized access, deterring unsafe behavior, and supporting school administration in safety-related matters. The Campus Security Officer works collaboratively with school leadership, staff, and local safety officials to ensure the well-being of students, staff, and visitors. The Campus Security Officer provides direction to Campus Supervisors to ensure a safe campus. This role demands a high level of professionalism, discretion, vigilance, and the ability to respond quickly and effectively to incidents.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Patrols school buildings, grounds, and parking areas to ensure safety and detect signs of unauthorized access, vandalism, or unsafe behavior.
- Enforces school rules related to prohibited items (e.g., weapons, drugs, tobacco, alcohol) and dress code violations.
- Monitors entrances, exits, and perimeters to control visitor access and ensure proper identification and students during breaks.
- Escorts unauthorized individuals off campus as needed.
- Assists administrators in maintaining a safe learning environment by promptly addressing potential threats or disruptions.
- Intervenes in verbal or physical altercations using approved de-escalation techniques and notifies administration and/or authorities.
- Responds promptly to emergencies, including lockdowns, fire drills, medical incidents, or evacuation procedures.
- Assists in the implementation of emergency preparedness plans.
- Coordinate with local law enforcement or emergency services when required.
- Documents incidents in detailed written reports and submits them to administrators.
- Assists in opening and closing procedures, including unlocking/locking gates, setting/disarming alarms, and securing facilities, including Alum Rock Youth Center.
- Supports event security during after-hours or weekend school functions.

- Reports facility safety concerns or maintenance hazards to the appropriate department.
- Maintains confidentiality regarding student records, disciplinary actions, and safety matters.
- Help the facilities department with setup, breakdown, and maintenance tasks for school events and activities.
- Assists with the assembly of equipment and furniture.
- Assists with annual cleaning and maintenance of the facility.
- Participates in various activities (e.g., staff meetings, safety, training, professional development, etc.) for the purpose of receiving and conveying information.
- Collaborates with nearby schools and local safety personnel to stay informed about community safety trends.
- Collaborates with Campus Supervisors to ensure all areas of supervision are being covered during arrival, passing periods, lunch, and dismissal.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Highly Preferred)*
- Minimum of one (1) year of experience in school campus security. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School security procedures, protocols, and applicable legal regulations.
- Emergency response system and threat assessment procedures.
- Proper use of communication devices and incident reporting tools.

- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices include the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- School policies and practices with regard to person and property safety, visitors on campus, and student code of conduct and discipline.
- Understanding of Master Class Schedules, Bell Schedules, and school and student calendars.
- Effective interpersonal and customer service skills.
- Proper attire is required to safely perform work duties.
- Proper building security and locking procedures.
- Problems associated with establishing and maintaining positive relationships with adolescents and adults.

Ability to:

- Remain calm and make quick decisions in high-pressure situations.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- De-escalation and conflict strategies.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Recognize the importance of safety in the workplace, follow safety rules, practice safe work habits, utilize appropriate safety equipment, and report unsafe conditions to the appropriate administrator.
- Walk and stand for extended periods, and respond quickly to emergencies across campus.
- Analyze situations accurately and adopt an effective course of action.
- Assist in yard duty supervision when needed.
- Communicate effectively and professionally with students, staff, and public safety officials.
- Maintain detailed and accurate documentation of incidents.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 50 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Becerra Mata Mariana Updated

2025-2026 Employment Agreement and Job Description_Becerra Mata Mariana

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Becerra Mariana.pdf

☑ I acknowledge this document

X Mariana Becerra Mata 7/07/25 10:38:32 AM (CST)

Mariana Becerra Mata
[6862]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Mariana Becerra Mata

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Academic Advisor**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$36.06** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Academic Advisor**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Student Services Director**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Academic Advisor works with both AM (AFLC & CTC) and PM (CTC) high school students to address academic, English proficiency, and career development needs. Advisors play a key role in implementing Escuela Popular's College and Career Program.

The Academic Advisor facilitates the student intake process, helps develop individualized learning plans, and guides students in setting goals and planning for the future. Working closely with the student services team, this role is essential for identifying at-risk students and coordinating timely interventions with both instructional and support resources. The Advisor also collaborates with families and staff to assess and address students' academic and social-emotional needs.

Academic Advisors are expected to offer flexible availability, including two evening shifts per week, to support both day and evening students effectively.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Student Academic Support & Counseling

- Maintain and update academic records for graduating students.
- Collaborates with students, parents, and staff to meet students' needs through prevention and intervention programs.
- Conduct orientation for incoming students.
- Assists in developing individualized learning plans.
- Monitor student progress and provide guidance on college admission, alternative pathways, and post-high school planning.
- Ensure senior students remain on track for graduation.
- Support students with college applications, the Federal Financial Aid (FAFSA), and the California Dream Act.
- Provide bilingual support or coordination with interpreters to ensure access for newcomer families.
- Provide academic assessment explanations and college admission test interpretations.
- Work with non-graduating seniors to explore alternative graduation or post-high school plans.

- Provides students and parents with information and assistance about college admission requirements, admissions tests and interpretation, financial aid, and a full range of non-college, post-high school alternatives.

Program Coordination & Student Engagement

- Organize and facilitate programs aimed at increasing student engagement and retention, including contextualized activities related to career pathways and postsecondary readiness, aligned to the College and Career Program.
- Assist in coordinating College Day, Career Day, college field trips, and visits from college counselors.
- Participates in parent-teacher conferences for at-risk students.
- Support the planning and facilitation of SST and 504 meetings.
- Assist with student scheduling each quarter and monitor schedule adjustments as needed.
- Collaborate on building a structured support system for dual/concurrent enrollment students, including weekly check-ins, resource referrals, and academic planning.
- Assist in bringing resources for social-emotional support.
- Facilitate meetings to review school expectations with students (e.g., dress code, attendance, behavior, school culture, etc.).
- Encourage leadership development in high school students.

Administrative Responsibilities

- Oversees student progress towards graduation requirements.
- Communicate with teachers regarding student performance and needed interventions.
- Assists in coordinating monthly school-wide events.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Academic Counseling or related field from an accredited institution. *(Required)*

- Minimum of three (3) years of experience in high school academic counseling. *(High Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- BCBA certification. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Current policies and best practices in academic counseling, college and career readiness, and student engagement.
- High school graduation requirements, college admission standards, and financial aid processes.
- Social-emotional learning principles and intervention strategies.
- Community resources available for student support.
- Student scheduling processes and academic records management.
- Ethical standards and confidentiality requirements related to student information.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Provide academic guidance, career planning, and social-emotional support with a focus on students developing English proficiency and navigating college and career systems.

- Work effectively with diverse teams, families, and external organizations.
- Clearly and professionally interact with students, parents, staff, and community partners.
- Identify student challenges and develop intervention strategies by using tools such as SSTs, 504s, and weekly data review meetings to ensure accurate and timely interventions.
- Maintain precise academic records and student documentation, including records aligned with CALPADS and CTE pathway tracking requirements.
- Adjust to changing student needs, school policies, and program requirements.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 70% sitting, 15% walking, and 15% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Benavides Cruz, Angie

2025-2026 Employment Agreement and Job Description_Benavides Cruz, Angie

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Benavides Angie.pdf

☑ I acknowledge this document

X Angie Benavides 5/15/25 5:38:28 PM (CST)

Angie Patricia Benavides Cruz [8331]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Angie Patricia Benavides

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.56
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**23.93**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Caballero, MariaDelCarmen Revi

2025-2026 Employment Agreement and Job Description_Caballero, Maria Del Carmen

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Caballero Maria Del Carmen.pdf

☑ I acknowledge this document

X

6/17/25 12:49:24 PM (CST)

Maria Del Carmen Caballero [7403]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Maria Del Carmen Caballero

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Program Case Manager**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$102,100** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Program Case Manager**
FLSA Status: **Exempt**
Reports to: **Student Services Director**
Supervises: **TBD**

POSITION SUMMARY:

Under the general direction of the Student Services Director, the Program Case Manager provides strategic leadership in developing, coordinating, and overseeing integrated student support services. This role focuses on removing out-of-school barriers to learning through partnerships with social services, mental health providers, and community organizations.

The Program Case Manager promotes family and community engagement by transforming the school into a neighborhood hub, offering educational and support programs for students and families, such as ESL classes, citizenship preparation, and digital literacy training. They will also lead multi-tiered interventions, ensuring students and families receive holistic support to promote retention and success at Escuela Popular.

Additionally, this position supervises program staff, oversees program development, compliance, and evaluation, and ensures effective collaboration across multiple academies. This role is contingent on term-limited supplemental funding and will be reassessed annually.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Program Leadership & Development

- Design, develop, and implement student and family-tiered support programs aligned with Escuela Popular's mission.
- Establish program policies, procedures, and best practices, ensuring compliance with funding requirements and organizational standards.
- Develop and oversee case management strategies to address student and family needs, including social-emotional, housing, legal, and medical support services.
- Monitor program effectiveness, analyze data, and implement improvements based on outcomes and community needs.
- Lead multi-stakeholder meetings to ensure coordinated service delivery across Escuela Popular's academies.
- Foster partnerships with external agencies, local organizations, and government entities to enhance available student and family resources.

- Ensure program sustainability by identifying and securing funding opportunities and community resources.

Supervision & Staff Development

- Recruit, hire, train, and supervise program staff, ensuring alignment with program goals and organizational values.
- Approve staff time cards, vacation requests, and manage leave requests via Paylocity.
- Conduct regular one-on-one supervision meetings with team members and facilitate team meetings.
- Evaluate staff performance, provide feedback, and implement professional development opportunities to support growth.
- Ensure program staff adhere to service goals, objectives, and best practices in alignment with school policies and community needs.
- Monitor staff caseloads and service delivery, making recommendations for improved efficiency and effectiveness.

Case Management & Direct Support

- Oversee and support case managers in assisting students and families with accessing resources such as mental health services, housing assistance, legal aid, and social services.
- Conduct home visits as needed to assess family needs and connect them with appropriate services.
- Develop and facilitate small support groups for students and parents to foster engagement and personal growth.
- Ensure compliance with all documentation and data collection requirements, including HMIS (Clarity BitFocus) data entry.
- Make timely and informed decisions in emergency or crisis situations, ensuring the safety and well-being of students and families.
- Identify problem-solving interventions to prevent disenrollment of Escuela Popular.
- Deliver staff feedback, monitor progress, and initiate corrective actions for performance.

Community Engagement & Outreach

- Lead community outreach initiatives to strengthen partnerships and enhance service accessibility.
- Organize and participate in school and community events, including workshops, forums, and resource fairs.
- Represent Escuela Popular at external meetings, advocating for policies and partnerships that benefit students and families.
- Ensure that program services are culturally responsive and tailored to the diverse needs of Escuela Popular's community.
- Coordinate activity and possible bed capacity with external partners as necessary.

Operations & Compliance Responsibilities

- Ensure compliance with school and program policies, local regulations, and funding requirements.
- Track and report program metrics, ensuring accurate and timely data collection for internal and external reporting.
- Manage service contracts and deliverables as outlined in Santa Clara County Clarity BitFocus HMIS agreements.
- Secure necessary resources and supplies to support program operations and service delivery.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Social Services or a closely related field, or three (3) years of social service experience from an accredited institution. *(Required)*
- One (1) year of management experience, including staff supervision and oversight. *(Required)*
- One (1) year of experience working in emergency services or crisis intervention in a management role. *(Required)*
- Proficiency in the Clarity HMIS system for case management and reporting. *(Required)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Social service systems and resources, including housing, mental health, immigration, and legal aid services.
- Case management best practices, including trauma-informed care and multi-tiered student support interventions.
- Community partnership development and collaboration strategies.
- Program evaluation and data-driven decision-making for continuous improvement.
- Equity-based education and social services tailored to diverse populations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Lead and supervise teams effectively, fostering professional growth and accountability.
- Develop and implement program strategies that align with organizational goals.
- Manage crisis situations and make informed, timely decisions.
- Communicate effectively with diverse stakeholders, including students, families, community partners, and funders.
- Analyze data and reports to improve program outcomes and meet compliance requirements.
- Build trust and relationships with students, families, and community organizations.
- Navigate complex social service systems to connect families with appropriate resources.
- Ensure confidentiality and data security in case management and student services.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 40% sitting, 30% walking, and 30% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Campos Davalos Maria

2025-2026 Employment Agreement and Job Description_Campos Davalos Maria

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

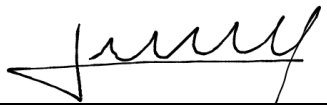
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Campos Davalos Maria.pdf

☑ I acknowledge this document

X  5/14/25 1:12:07 AM (CST)

Judith Campos Davalos [7078]
73.162.88.116

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Maria Del Consuelo Campos Davalos

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.63
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**25.26**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

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Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Campos Ramirez, Yuliana

2025-2026 Employment Agreement and Job Description_Campos Ramirez, Yuliana

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Campos Yulliana.pdf

☑ I acknowledge this document

X

5/28/25 12:47:59 PM (CST)

Yuliana Campos Ramirez [8738]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Yuliana Campos Ramirez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **Paraprofessional** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:187
School Calendar:10 month

3. **Compensation**

The hourly pay for this position is $**24.45**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's

employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the classroom teacher and Instructional Leader, the Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Support

- Works under the daily supervision of a teacher to deliver specialized curriculum or subject matter.
- Assists with classroom instruction by providing one-on-one and small-group support to students.
- Adapts classroom activities in collaboration with the teacher to support and reinforce instructional objectives.
- Assists teaching staff in administering and scoring formal and informal assessments.
- Analyzes student achievement data to guide instruction and provide intervention support for students.

Classroom Management & Student Engagement

- Supports the classroom teacher in implementing behavior management strategies to maintain a safe and positive learning environment.
- Assists in monitoring and reinforcing classroom rules and expectations under the direction of the teacher.
- Confers with teachers and school staff regarding student progress, instructional strategies, and classroom materials.
- Supports students with behavioral needs by implementing teacher-approved strategies for positive reinforcement.

Collaboration & Communication

- Works with teachers and resource staff to implement instructional modifications and special programs.

- Communicates with parents, teachers, and staff as directed by the teacher to support student success.

Clerical & Administrative Tasks

- Assists in classroom preparation, including organizing materials and setting up instructional activities.
- Completes clerical tasks, such as preparing instructional materials, organizing student records, and documenting student progress.

Student Supervision & Safety

- Assists in student supervision, including lunch, recess, and yard duty as assigned.
- Ensures student safety and well-being during school hours and activities.
- Maintains confidentiality of student information and records.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree or coursework towards a Bachelor of Arts from an accredited institution. *(Required)*
- Minimum of five (5) years of experience in classroom management or working with children. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.

- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Instructional assistant programs and their role in supporting student learning.
- Basic educational strategies for working with diverse student populations.
- Assessment techniques for documenting student progress.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Assist with lesson implementation and small-group instruction under teacher supervision.
- Lead small groups and provide individualized student support.
- Assist in yard duty supervision and maintain student safety.
- Complete clerical tasks such as organizing instructional materials and tracking student data.
- Deliver specialized curriculum as directed by the teacher.
- Understand and support students with behavioral needs.
- Maintain confidentiality of student records and information.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and

the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 20% walking, and 55% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cantera, Adan

2025-2026 Employment Agreement and Job Description_Cantera, Adan

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cantera Adan.pdf

☑ I acknowledge this document

X *Adán Cantera* 5/15/25 10:21:45 AM (CST)

Adan Cantera [393]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Adan Cantera

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$102,807.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Castro Barrera, Gloria B

2025-2026 Employment Agreement and Job Description_Castro Barrera, Gloria B

Please download the following document and acknowledge you have read it.

Attachment: Castro Barrera Gloria B.pdf

☑ I acknowledge this document

X Berenice Castro 6/30/25 7:31:29 PM (CST)

Gloria Castro Barreras
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108.196.202.108

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Gloria B Castro Barrera

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Compliance Manager**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$92,800** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Compliance Manager**
FLSA Status:	**Exempt**
Reports to:	**Principal**
Classification:	**Classified**
Supervises:	**Assessment Specialist and Truancy Specialist**

POSITION SUMMARY

Under general direction, the Compliance Manager oversees and ensures the organization's compliance with all regulations, policies, and reporting requirements. This role is responsible for collecting, analyzing, and disseminating data to support data-driven decision-making for both day-to-day operations and long-term strategic planning. The Compliance Manager facilitates the provision of accurate and timely data to school leadership, teachers, and other stakeholders, ensuring compliance with legal, regulatory, and contractual obligations.

Additionally, the Compliance Manager plays a critical role in tracking and ensuring the completion of all required reports by established deadlines, supporting schoolwide adherence to policies, and maintaining transparency in compliance-related matters.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Organizational Leadership

- Upholds the principles of the family learning center model.
- Leads the assessment team in fostering a collaborative and data-driven culture aligned with the school's vision, mission, and values.
- Promotes a school climate that supports student and staff success while ensuring respect and inclusion for all students, staff, and parents.
- Ensures all assigned programs meet compliance objectives and align with school policies.
- Maintains the safety and security of students, staff, and property.
- Dual Language Office Supervision.

Compliance

- Provides accurate, timely, and accessible school data and assists teams in deriving insights from it.
- Ensures compliance with external data and reporting requirements, including local, state, and federal regulations.
- Manages, prepares, and submits various accountability reports, including:
    - CALPADS
    - SARC
    - ELPAC

    - Dashboard
    - LCAP
    - Epicenter
    - Instructional Minutes
    - CBEDS
    - ASES, CRDC, Williams Review
    - Federal Monitoring & Annual Audits
    - Local Indicators
    - Annual Immunization Reporting
- Identifies trends, anomalies, and data insights for schoolwide improvement.
- Evaluates and implements efficient processes to ensure data accuracy, validity, and compliance.
- Works with back-office support services to manage and update Student Information Systems (SIS).
- Updates, develops, and distributes school calendars to ensure compliance with instructional minutes and scheduling guidelines.
- Audits attendance records for accuracy, validity, and compliance.
- Tracks and monitors all compliance requirements and deadlines to ensure timely submissions.
- Maintains and updates the EP Staff Resource site and school website to comply with required document postings.
- Assist the Principal in:
    - Completing compliance and planning reports (LCAP, WASC Accreditation, Federal Monitoring, DASS, ASSES, etc.).
    - Maintaining all current charter petition documents.
    - Preparing documents for charter renewals and submissions.
    - Preparing documents for the annual audit.
- Manages truancy data and informs appropriate staff for intervention.
- Creates/updates Student and Family Handbooks and LCAP 12 Priorities surveys.
- Attend professional development opportunities to stay current with compliance and data reporting requirements.
- Communicates and collaborates with external agencies, including ESUHSD and other governing bodies, to clarify compliance expectations and deadlines.
- Completes the Kinder Oral Health Assessment Annual Reporting.
- Completes the Annual Report of Hearing Testing.
- Completes the Kinder Oral Health Assessment Annual Reporting.

Assessment & Data Reporting

- Provide accurate, timely, and accessible student performance data to support school improvement efforts.
- Uses data platforms to generate reports for school leadership and the Board of Directors on student achievement and progress toward charter goals.
- Works collaboratively with the Principal and Instructional Leaders to analyze and present student performance data for instructional decision-making.
- Assists in professional development to train teachers on data literacy and student achievement analysis.

- Ensures all state and local assessment requirements are completed on time with full student participation.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education, Business Management, or a closely related field from an accredited institution. *(Highly Preferred)*
- Associate of Arts degree in Education, Business Management, or a closely related field from an accredited institution. *(Required)*
- Minimum of five (5) years of administrative experience. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- State and federal compliance requirements related to education.
- Data collection, analysis, and reporting in an educational setting.
- Student Information Systems (SIS) and data management platforms.
- Regulatory requirements for CALPADS, LCAP, WASC, Federal Monitoring, and other accountability reports.
- School policies and charter compliance requirements.
- Best practices in assessment data interpretation and application for instructional improvement. .

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Analyze and synthesize complex data to support informed decision-making.
- Ensure compliance with all reporting and legal requirements.
- Troubleshoot data discrepancies and correct reporting errors.
- Communicate effectively with school staff, administrators, and external agencies.
- Train and support staff in data literacy and compliance procedures.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 70% sitting, 10% walking, and 20% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 15 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Chavez, Ma. Guadalupe

2025-2026 Employment Agreement and Job Description_Chavez, Ma. Guadalupe

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Chavez Ma Guadalupe.pdf

☑ I acknowledge this document

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MA. CHAVEZ [111]
172.59.161.140

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ma Guadalupe Chavez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1.0
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Contreras, Janet Alejandra

2025-2026 Employment Agreement and Job Description_Contreras, Janet Alejandra

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Contreras Janet.pdf

☑ I acknowledge this document

X *Janet contreras* 6/30/25 10:14:05 AM (CST)

Janet Contreras [8392]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Janet Alejandra Contreras

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of **Human Resources Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified Nonexempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$36.06** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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Educates to transform lives.

JOB DESCRIPTION

Title:	**Human Resources Specialist**
FLSA Status:	**Nonexempt**
Reports to:	**Human Resources Manager**
Supervises:	**None**

POSITION SUMMARY

Under general direc9on, the Human Resources Specialist supports the HR Manager in carrying out HRrelated du9es and administra9ve tasks to ensure compliance with federal and state regula9ons. This posi9on plays a key role in maintaining HR records, facilita9ng onboarding and benefits administra9on, suppor9ng recruitment efforts, and assis9ng with payroll and compliance processes. The HR Specialist ensures the efficient opera9on of the school's human resources department while providing excep9onal service to employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essen9al du9es and responsibili9es may include, but are not limited to the following:

General HR Support

- Assists in planning and execu9ng staff events, including all-staff mee9ngs, employee recogni9on programs, holiday gatherings, and other celebra9ons.
- Conducts audits of payroll, benefits, or other HR programs, recommending correc9ve ac9on as needed.
- Maintains HR files, records, and documenta9on, ensuring accuracy and compliance with regula9ons.
- Performs rou9ne HR administra9ve tasks such as copying, scanning, mailing, and emailing documents.
- Ensures the integrity and confiden9ality of HR records and employee informa9on. ● Performs periodic audits of HR files to ensure proper documenta9on.

Recruitment & Onboarding

- Assists in the recruitment process by pos9ng job openings, screening resumes, conduc9ng reference checks, and coordina9ng interviews.
- Supports new hire onboarding by collec9ng and entering paperwork into the HRIS system.
- Coordinates and facilitates new hire orienta9on.
- Assists in processing employee termina9ons and upda9ng records accordingly. ● Supports the creden9aling process for teachers as needed.

Payroll & Benefits AdministraGon

- Assists in payroll processing and collaborates with the back-office payroll specialist to ensure 9mely and accurate payroll administra9on.
- Reconciles and audits benefit statements and invoices for accuracy.
- Administers benefit plans, including enrollment, changes, and termina9ons, ensuring accurate payroll deduc9ons and recordkeeping.
- Manages the benefit informa9on system (EaseCentral) to maintain accurate employee benefit records.
- Distributes year-end W-2s and employer ACA reports.

Compliance & Recordkeeping:

- Ensures compliance with employment laws by maintaining accurate personnel records and HR documenta9on.
- Completes and verifies Forms I-9, maintaining up-to-date documenta9on.
- Oversees the volunteer program and ensures proper documenta9on in collabora9on with school administra9on.
- Assists in distribu9ng employment agreements, job descrip9ons, employee handbooks, summer school agreements, and s9pend MOUs.
- Maintains and generates reports from the HRIS system as required. ● Assist with the performance review process.

Other:

- Accurately record work 9me punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school ini9a9ves for a safe and healthy environment.
- AXends school events, community gatherings, and professional development sessions with supervisor approval.
- Par9cipates in mandatory staff mee9ngs.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communica9ons.
- Some travel may be required.
- Performs other du9es as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combina9on of experience and training that would likely provide the required knowledge, skills, and abili9es is qualifying.

- Bachelor of Arts degree in Human Resources, Business Management, or related field from an accredited ins9tu9on. *(Highly Preferred)*

- Associate of Arts degree in Human Resources, Business Management, or related field from an accredited ins9tu9on. *(Required)*
- Two (2) years of HR experience. *(Required)*
- SHRM-CP cer9fica9on. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regula9ons related to the posi9on.
- School policies, procedures, and compliance standards.
- Effec9ve 9me management and organiza9onal skills.
- Conflict resolu9on and problem-solving techniques.
- Standard office prac9ces, including the opera9on of computers, copiers, and other equipment.
- Various so^ware applica9ons, including Microso^ Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communica9on skills, both wriXen and oral.
- Federal and state employment laws and regula9ons.
- Personnel and compliance records management.
- HRIS pla‘orms and payroll systems.
- Best prac9ces in recruitment, benefits administra9on, and employee rela9ons.

Ability to:

- Use independent judgment in daily responsibili9es.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle mul9ple tasks and priori9es effec9vely.
- Work effec9vely under deadlines and pressure.
- Adjust to changing priori9es, schedules, and technology pla‘orms.
- Demonstrate open-mindedness.
- Interact and work effec9vely with individuals from diverse backgrounds.
- Build and maintain effec9ve work rela9onships.
- Maintain a firm but courteous aatude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards. ● Offer and receive construc9ve feedback/sugges9ons.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community. ● Apply verbal de-escala9on and preven9ve techniques.
- Report to work on a regular and punctual basis.
- Exercise discre9on and maintain confiden9ality in handling sensi9ve informa9on.
- Maintain discre9on and adhere to professional and ethical standards.
- Adapt quickly to changing priori9es and new technology pla‘orms.
- Manage sensi9ve informa9on with discre9on, professionalism, and diplomacy.

- Maintain a high level of accuracy and aXen9on to detail in HR tasks.
- Be proficient or quickly learn payroll and HRIS pla‘orms. ● Priori9ze tasks effec9vely in a fast-paced environment.

Each of these essen9al tasks must be performed individually and unassisted by other persons, since this posi9on requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condi9on necessary for siang, walking, and standing for extended periods of 9me; some stooping, crawling, crouching, and climbing; maintain concentra9on and the capability to make sound decisions; maintain effec9ve audio/visual discrimina9on and percep9on to the degree necessary for the successful comple9on of assigned du9es. Poten9al hazards include contact with dissa9sfied or abusive individuals.

Generally, the job requires 70% siang, 10% walking, and 20% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring con9nuous physical exer9on by performing manual labor including li^, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Con9nuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This posi9on will include indoor and outdoor work (classroom, offices, cafeteria, ea9ng area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather condi9ons (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given 9me; playground projec9les such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emo9onally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or an9-social behavior.

Right to Revise:

This job descrip9on is not meant to be all-inclusive and the school reserves the right to revise this job descrip9on as necessary without advance no9ce.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaus9ve list of responsibili9es, du9es, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discre9on of the employer without no9ce.

2025-2026 EA and JD_Corona, Margarita

2025-2026 Employment Agreement and Job Description_Corona, Margarita

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Corona Margarita.pdf

☑ I acknowledge this document

X

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Margarita Corona
[6537]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Margarita Corona

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Custodian**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$29.80** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Custodian**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Custodian is responsible for maintaining the cleanliness, safety, and overall upkeep of school buildings and facilities. This includes performing routine custodial duties, ensuring a sanitary and organized environment, and promptly reporting maintenance and repair needs. Additionally, the Custodian supports school operations by assisting with event setups, security tasks, and other related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Custodial Responsibilities

- Cleans and sanitizes classrooms, offices, restrooms, hallways, and common areas.
- Sweeps, scrubs, mops, strips, and waxes floors; vacuums, carpets, and rugs.
- Washes windows, chalkboards, counters, and walls; cleans window coverings and blinds.
- Polishes furniture and woodwork to maintain a well-kept appearance.
- Cleans and disinfects restrooms, kitchens, and eating areas.
- Cleans and maintains drinking fountains.
- Empties and cleans waste receptacles and disposes of trash properly.
- Picks up debris from school grounds, walkways, and surrounding areas.
- Washes eating areas as directed; makes emergency cleanups in the cafeteria.
- Maintains custodial supplies and equipment in working order; maintains adequate inventory of supplies, materials, and equipment for the assigned facility.

Facility Maintenance & Security

- Moves and arranges furniture and equipment as needed.
- Sets up and prepares classrooms, meeting rooms, and other school facilities for events.
- Assists with the setup and cleaning of cafeteria areas for breakfast and lunch.
- Performs security checks, including locking/unlocking doors and gates.
- Assists in ensuring that unauthorized animals are escorted off school grounds.

Student Supervision Support

- Assists in supervising TK-8th grade students during recess, lunch, arrival, and dismissal times as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Highly Preferred)*
- Minimum of one (1) year of experience in custodial work, preferably in a school setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Proper cleaning methods, materials, and equipment.
- Safe working procedures and best practices in custodial work.
- Requirements for maintaining school facilities in a safe, clean, and orderly condition.
- Proper security procedures, including locking and unlocking facilities.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Follow cleaning schedules and procedures efficiently.
- Identify and report maintenance and repair needs.
- Maintain inventory of custodial supplies and restock as needed.
- Assist with student supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 60 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes) Continuously: 67% - 100% (greater than 6 hours)
Occasionally: 11% - 33% (up to 3.0 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. These physical standards are generic in nature and tasks may vary dependent on school site or specialized site assignment. The information contained in this physical standards description is for compliance with the American With Disability Act and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties as assigned.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Anayeli Yazmin Gallegos Hernandez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher Substitute**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: Hourly
Total Number of Work Days for Position:198
School Calendar: 10.5 month

3. **Compensation**

The hourly pay for this position is **$37.00**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or

without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

   The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

   The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

   This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified

herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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2025-2026 EA and JD_Abrego Wilson Richard

2025-2026 Employment Agreement and Job Description_Abrego Wilson Richard

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Abrego Wilson Richard.pdf

☑ I acknowledge this document

X Wilson Richard Abrego 6/09/25 5:48:51 PM (CST)

Richard Abrego [61]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Richard Wilson Abrego

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Athletics Coordinator**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 198
School Calendar: 10.5 month

3. **Compensation**

The annual compensation for this position shall be **$73,850.00**, to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. Employment At-Will

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Athletics Coordinator**
FLSA Status: **Exempt**
Reports to: **Principal**
Supervises: **PE Teacher and Teacher Assistant (PE)**

POSITION SUMMARY:

Under general direction, the Athletics Coordinator is responsible for developing, coordinating, and overseeing a comprehensive and inclusive athletics program that promotes skill development, teamwork, and physical well-being for students. This role requires collaboration with teachers, coaches, and staff to facilitate the effective delivery of athletic programs, strategic planning for competitions and practices, and ensuring compliance with league and school regulations. The Athletics Coordinator also manages the athletics budget, facilities, and after-school supervision plans, contributing to the overall safety, growth, and success of student-athletes.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Program Leadership & Development

- Designs and oversees a well-rounded athletics program that fosters skill-building, teamwork, and student well-being.
- Leads the PE department, chairing meetings and providing guidance on curriculum and instruction.
- Supervises and mentors PE instructors and teacher assistants, ensuring high-quality instruction and student engagement.
- Develops and implements training programs for coaches and staff, aligning with school goals and league standards.
- Creates an athletics program calendar, outlining practices, competitions, and key events for staff and families.
- Ensures compliance with league requirements, attends league meetings, and implements necessary policies.

Operations & Compliance

- Maintains and manages team uniforms, equipment, and facilities, ensuring they are safe and in good condition.
- Oversees scheduling and logistics for athletic competitions and practices, coordinating with league officials and school staff.

- Hires referees and officials, ensuring timely scheduling of games and proper allocation of resources.
- Develops and monitors the athletics budget, ensuring efficient resource allocation.
- Oversees the hiring process for athletics positions, including assisting in interviews and working with HR to onboard new coaches.
- Ensures and coordinates the gym or field is readily available for practices and games ahead of scheduled events.

Student Engagement & Safety

- Serves as a visible and active presence at all school-related sports functions, ensuring student safety and engagement.
- Teaches physical education concepts, including fitness, health education, and sports fundamentals, ensuring students receive regular fitness instruction.
- Promotes and models healthy lifestyle choices, including proper nutrition and physical activity.
- Conducts safety checks on equipment and facilities, ensuring compliance with school policies and state regulations.
- Supports school-wide efforts to maintain positive student behavior and a safe environment.
- Becomes a visual presence at all school-related sports functions and ensures the safety of students.
- Acts as an extra set of eyes on campus to ensure positive student behavior and an overall safe environment.

Communication & Community Engagement

- Maintains clear and effective communication with students, parents, school personnel, and league officials.
- Collaborates with school administrators to integrate athletics into the broader educational experience.
- Facilitates outreach efforts to increase student participation in sports programs.
- Represents the athletics department at school and community events, advocating for student-athletes and program growth.
- Plans and schedules athletic competitions and practices.
- Hires referees and officials for sports events and ensures timely provisions of appropriate times and location information for sports events.
- Demonstrates and explains basic skills, knowledge, and strategies of formal sports, as well as fundamentals of body movement.
- Effectively communicates with students and staff.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.

- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Physical Education or a closely related field from an accredited institution. *(Required)*
- Valid California Teaching Credential with a BCLAD or CLAD/EL Authorization OR willingness and ability to obtain a designated teaching credential and/or permit. *(Required)*
- Minimum of five (5) years of physical education or working with students in an athletic environment experience. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Instructional strategies for physical education and effective coaching methodologies.
- Athletic program development, scheduling, and compliance with league and school policies.
- Proper use and maintenance of athletic equipment and facilities.
- Student behavior management techniques and positive reinforcement strategies.
- California education policies and safety regulations related to athletics.
- Budget management principles for school athletic programs.
- School attendance policies and procedures.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.

- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards. ● Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community. ● Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Lead and oversee the athletics program, ensuring alignment with school goals and student development needs.
- Manage and supervise staff, including PE instructors and teacher assistants, providing professional development and performance oversight.
- Effectively communicate and collaborate with students, staff, parents, and external organizations.
- Develop and implement sports safety protocols, ensuring student well-being.
- Plan and schedule athletic events, maintaining an organized and efficient program.
- Analyze program needs, allocate resources, and manage the athletics budget effectively. ● Adapt to changing circumstances and resolve issues proactively.
- Foster an inclusive and supportive environment that encourages student participation in athletics.
- Represent the athletics department professionally at meetings, events, and competitions.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone or with others.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 30% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Aguayo, Araceli Sandoval (New)

2025-2026 Employment Agreement and Job Description_Aguayo, Araceli Sandoval (revised)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Aguayo Araceli Sandoval.pdf

☑ I acknowledge this document

X Araceli Sandoval Aguayo 8/05/25 5:14:01 PM (CST)

Araceli Aguayo [454]
108.226.165.239

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Araceli Aguayo Sandoval

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **CTE Instructor** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above

position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.81
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.26**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this

Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Career Technical Education (CTE) Instructor**
FLSA Status:	**Nonexempt**
Classification:	**Credential**
Reports to:	**Instructional Leader**

POSITION SUMMARY:

Under general direction, the Career Technical Education (CTE) Instructor is responsible for delivering high-quality, standards-based instruction in a designated career pathway. The CTE Instructor develops engaging lesson plans, provides hands-on learning experiences, and prepares students for industry certifications, post-secondary education, and career opportunities. This position serves high school youth and adult learners working toward a high school diploma in a dynamic, inclusive educational setting.

The CTE Instructor fosters a safe, inclusive, and culturally responsive learning environment that supports students' personal, academic, and career goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Actively participate in collaborative lesson planning with colleagues and follow the established scope and sequence provided by instructional leaders.
- Deliver lesson plans that integrate academic, technical, and employability skills.
- Use diverse instructional strategies, including project-based learning, hands-on experiences, and technology integration.
- Assess student learning regularly and provide constructive feedback to promote achievement.
- Maintain a safe and supportive classroom environment that respects all learners.
- Establish and maintain partnerships with industry professionals, post-secondary institutions, and employers.
- Support students in career exploration, internships, work-based learning, and industry certification preparation.
- Collaborate with colleagues, instructional leaders, and support staff to address students' academic and personal development.
- Engage with industry partners, advisory committees, and work-based learning opportunities to enhance student exposure to real-world careers.
- Monitor student behavior and classroom management aligned with school expectations.
- Stay current with industry trends and advancements to ensure instruction remains relevant.
- Maintain accurate records of attendance, grades, and student progress using PowerSchool and printed rosters.

- Implement the adopted curriculum with fidelity, ensuring alignment with state CTE standards, industry expectations, and ELD standards to support both language development and career readiness in the classroom.
- Creates a classroom environment that is conducive to learning.
- Assesses student accomplishments regularly and provides progress reports as required.
- Submit final grades and progress reports by established deadlines.
- Respond promptly to student inquiries and provide support during prep periods.
- Provide timely referrals for students to additional school services and support.
- Follow all applicable laws, school policies, and board regulations.
- Protects the safety of students, equipment, and materials.
- Arrive to work and meetings on time prepared to fulfill instructional duties.
- Utilize prep time to prepare materials, collaborate with colleagues, and support students.
- Maintains accurate, complete, and correct records as required by law, school policy, and administrative regulation.
- Serves on committees as recommended/assigned.
- Arrives in the classroom 30 minutes before the first class starts.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or related field from an accredited institution. *(High Preferred)*
- Valid California Career Technical Education (CTE) Teaching Credential in a relevant industry sector. *(Required)*
- Industry experience in the designated career pathway. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and instructional standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- State and federal education laws and regulations related to CTE instruction.
- Time management, organization, and classroom management best practices.
- Conflict resolution and positive behavior support strategies.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt to changing technology, schedules, and instructional strategies.
- Demonstrate empathy, open-mindedness, and responsiveness to students' diverse needs.
- Interact and work effectively with individuals from diverse backgrounds.
- Foster positive relationships with students, families, colleagues, and community partners.
- Maintain professionalism, integrity, and confidentiality at all times.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Implement culturally responsive teaching and de-escalation techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 Employment Agreement_Aguayo, Araceli (up

2025-2026 Employment Agreement_Aguayo, Araceli Sandoval (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Araceli Sandoval Aguayo.pdf

☑ I acknowledge this document

X Araceli Sandoval Aguayo 9/26/25 6:44:24 PM (CST)

Araceli Aguayo [454]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Araceli Sandoval Aguayo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$38.26,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Aguayo, Araceli Sandoval

2025-2026 Employment Agreement and Job Description_Aguayo, Araceli Sandoval

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Aguayo Sandoval Araceli.pdf

☑ I acknowledge this document

X Araceli Sandoval Aguayo 6/30/25 10:37:07 PM (CST)

Araceli Aguayo [454]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Araceli Aguayo Sandoval

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **CTE Instructor** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above

position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.50
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.26**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this

Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Career Technical Education (CTE) Instructor**
FLSA Status:	**Nonexempt**
Classification:	**Credential**
Reports to:	**Instructional Leader**

POSITION SUMMARY:

Under general direction, the Career Technical Education (CTE) Instructor is responsible for delivering high-quality, standards-based instruction in a designated career pathway. The CTE Instructor develops engaging lesson plans, provides hands-on learning experiences, and prepares students for industry certifications, post-secondary education, and career opportunities. This position serves high school youth and adult learners working toward a high school diploma in a dynamic, inclusive educational setting.

The CTE Instructor fosters a safe, inclusive, and culturally responsive learning environment that supports students' personal, academic, and career goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Actively participate in collaborative lesson planning with colleagues and follow the established scope and sequence provided by instructional leaders.
- Deliver lesson plans that integrate academic, technical, and employability skills.
- Use diverse instructional strategies, including project-based learning, hands-on experiences, and technology integration.
- Assess student learning regularly and provide constructive feedback to promote achievement.
- Maintain a safe and supportive classroom environment that respects all learners.
- Establish and maintain partnerships with industry professionals, post-secondary institutions, and employers.
- Support students in career exploration, internships, work-based learning, and industry certification preparation.
- Collaborate with colleagues, instructional leaders, and support staff to address students' academic and personal development.
- Engage with industry partners, advisory committees, and work-based learning opportunities to enhance student exposure to real-world careers.
- Monitor student behavior and classroom management aligned with school expectations.
- Stay current with industry trends and advancements to ensure instruction remains relevant.
- Maintain accurate records of attendance, grades, and student progress using PowerSchool and printed rosters.

- Implement the adopted curriculum with fidelity, ensuring alignment with state CTE standards, industry expectations, and ELD standards to support both language development and career readiness in the classroom.
- Creates a classroom environment that is conducive to learning.
- Assesses student accomplishments regularly and provides progress reports as required.
- Submit final grades and progress reports by established deadlines.
- Respond promptly to student inquiries and provide support during prep periods.
- Provide timely referrals for students to additional school services and support.
- Follow all applicable laws, school policies, and board regulations.
- Protects the safety of students, equipment, and materials.
- Arrive to work and meetings on time prepared to fulfill instructional duties.
- Utilize prep time to prepare materials, collaborate with colleagues, and support students.
- Maintains accurate, complete, and correct records as required by law, school policy, and administrative regulation.
- Serves on committees as recommended/assigned.
- Arrives in the classroom 30 minutes before the first class starts.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or related field from an accredited institution. *(High Preferred)*
- Valid California Career Technical Education (CTE) Teaching Credential in a relevant industry sector. *(Required)*
- Industry experience in the designated career pathway. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and instructional standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- State and federal education laws and regulations related to CTE instruction.
- Time management, organization, and classroom management best practices.
- Conflict resolution and positive behavior support strategies.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt to changing technology, schedules, and instructional strategies.
- Demonstrate empathy, open-mindedness, and responsiveness to students' diverse needs.
- Interact and work effectively with individuals from diverse backgrounds.
- Foster positive relationships with students, families, colleagues, and community partners.
- Maintain professionalism, integrity, and confidentiality at all times.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Implement culturally responsive teaching and de-escalation techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 Employment Agreement_Almanza Villagomez

2025-2026 Employment Agreement_Almanza Villagomez, Alejandra (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Alejandra Almanza Villagomez.pdf

☑ I acknowledge this document

X Alejandra Almanza Villagomez 9/26/25 4:51:51 PM (CST)

ALEJANDRA ALMANZA VILLAGOMEZ [450]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Alejandra Almanza Villagomez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$36.37,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 Employment Agreement_Bedolla Villa,Jose

2025-2026 Employment Agreement_Bedolla Villa, Jose Egberto (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Jose Egberto Bedolla Villa.pdf

☑ I acknowledge this document

X *Egberto Bedolla* 9/26/25 4:40:30 PM (CST)

JOSE EGBERTO BEDOLLA VILLA [276]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Jose Egberto Bedolla Villa

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$43.43,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Campos Ramirez, Yuliana

2025-2026 Employment Agreement and Job Description_Campos Ramirez, Yuliana

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Campos Yulliana.pdf

☑ I acknowledge this document

X

5/28/25 12:47:59 PM (CST)

Yuliana Campos Ramirez [8738]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Yuliana Campos Ramirez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **Paraprofessional** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:187
School Calendar:10 month

3. **Compensation**

The hourly pay for this position is $**24.45**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's

employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the classroom teacher and Instructional Leader, the Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Support

- Works under the daily supervision of a teacher to deliver specialized curriculum or subject matter.
- Assists with classroom instruction by providing one-on-one and small-group support to students.
- Adapts classroom activities in collaboration with the teacher to support and reinforce instructional objectives.
- Assists teaching staff in administering and scoring formal and informal assessments.
- Analyzes student achievement data to guide instruction and provide intervention support for students.

Classroom Management & Student Engagement

- Supports the classroom teacher in implementing behavior management strategies to maintain a safe and positive learning environment.
- Assists in monitoring and reinforcing classroom rules and expectations under the direction of the teacher.
- Confers with teachers and school staff regarding student progress, instructional strategies, and classroom materials.
- Supports students with behavioral needs by implementing teacher-approved strategies for positive reinforcement.

Collaboration & Communication

- Works with teachers and resource staff to implement instructional modifications and special programs.

- Communicates with parents, teachers, and staff as directed by the teacher to support student success.

Clerical & Administrative Tasks

- Assists in classroom preparation, including organizing materials and setting up instructional activities.
- Completes clerical tasks, such as preparing instructional materials, organizing student records, and documenting student progress.

Student Supervision & Safety

- Assists in student supervision, including lunch, recess, and yard duty as assigned.
- Ensures student safety and well-being during school hours and activities.
- Maintains confidentiality of student information and records.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree or coursework towards a Bachelor of Arts from an accredited institution. *(Required)*
- Minimum of five (5) years of experience in classroom management or working with children. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.

- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Instructional assistant programs and their role in supporting student learning.
- Basic educational strategies for working with diverse student populations.
- Assessment techniques for documenting student progress.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Assist with lesson implementation and small-group instruction under teacher supervision.
- Lead small groups and provide individualized student support.
- Assist in yard duty supervision and maintain student safety.
- Complete clerical tasks such as organizing instructional materials and tracking student data.
- Deliver specialized curriculum as directed by the teacher.
- Understand and support students with behavioral needs.
- Maintain confidentiality of student records and information.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and

the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 20% walking, and 55% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cortes Herrera, Judith

2025-2026 Employment Agreement and Job Description_Cortes Herrera, Judith

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cortes Herrera Judith.pdf

☑ I acknowledge this document

X Judith Cortes Herrera 5/13/25 2:28:24 AM (CST)

Judith Cortes Herrera
[288]
98.35.188.242

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Judith Cortes Herrera

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:187
School Calendar: 10 Months

3. **Compensation**

The annual compensation for this position shall be **$95,059.00**, to be paid semi-monthly over twenty (20) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (Elementary)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher is responsible for creating a dynamic learning environment that fosters academic achievement and social development for all students. The teacher designs, implements, and evaluates lessons aligned with the school's curriculum. Responsibilities include planning and delivering differentiated instruction, managing the classroom environment, maintaining accurate records, and supporting the overall educational goals of the school. The Teacher also engages in ongoing professional development, collaborates with staff to improve instructional practices, and contributes to the school's broader educational initiatives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership

- Designs, develops, and presents rigorous lessons that foster critical thinking, problem-solving, and academic growth in students.
- Plans standards-based curriculum that is developmentally appropriate and meets the needs of a diverse student body.
- Develops clear performance objectives and ensures that students understand the goals of each lesson.
- Assesses student progress using multiple methods, including formal and informal assessments, and adjusts instruction accordingly.
- Uses differentiated instructional strategies to accommodate various learning styles and ensure inclusivity.
- Maintains a positive and supportive classroom environment that promotes respect, responsibility, and collaboration.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Follows proper procedures to request absences.
- Demonstrates an awareness of the total school's educational programs.
- Recognizes his/her functions as being in loco parentis and acts in accordance with state law and school regulations.

Curriculum Development & Professional Growth

- Collaborates with staff on curriculum development and instructional strategies to align with school-wide goals.

- Participates in school-wide initiatives to ensure consistency and continuous improvement in teaching practices.
- Regularly engages in professional development opportunities to remain current with educational trends and best practices.
- Develops lesson plans that allow for flexibility and the ability to respond to the students' needs on a daily basis.
- Shares expertise with colleagues and contributes to creating a learning community that supports professional growth.
- Adheres to the school educational program, policies, and procedures.
- Periodically evaluates the effectiveness of instruction.

Classroom Management & Student Engagement

- Maintains a structured and focused learning environment by applying effective classroom management techniques.
- Demonstrates a calm, patient, and motivating approach to engage students and create a positive classroom culture.
- Ensures that all students, including those with disabilities and special needs, have access to a supportive learning environment.
- Monitors students' academic and behavioral progress and provides feedback to students and parents.
- Coordinates with special education staff to adapt instructional materials and practices for students with IEPs.
- Monitors student progress on IEP goals and attends relevant meetings.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials which are appropriate to the course/class and the development age of the students.
- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Prepares detailed lesson plans and materials for substitutes.
- Supervises equipment and facilities used with student safety in mind.
- Performs home visits as needed.

Record-Keeping & Communication

- Accurately maintains student records, including attendance, grades, and assessments, using tools such as PowerSchool and PowerTeacher Pro.
- Prepares timely reports and submits final grades by the designated deadlines.
- Communicates professionally and promptly with parents regarding student progress and any issues that may arise.
- Communicates with students and parents is strictly limited to school/academic-related matters.
- Participates in parent conferences and Family Nights and engages in regular communication with families to build strong partnerships.
- Provides a positive and open channel of communication with students, staff, and parents.
- Helps to inform the community of the services and educational opportunities available through the school.

- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.
- Keeps education specialists informed as to the performance of students with disabilities in your class on a regular basis (consultation time with paraprofessionals).
- Collaborates with the main office to address student absences.

Co-Curricular & Community Engagement

- Actively supports and supervises co-curricular activities to promote student involvement and enrichment.
- Contributes to the school community by participating in events and collaborating with colleagues.
- Demonstrates an understanding of the total school program and actively supports school-wide goals and initiatives.
- Leads or participates in school/community-related organizations and events, serving as a school ambassador.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited institution. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Multiple Subject with a BCLAD Authorization or in the process of obtaining one. *(Required)*
- Minimum of one (1) year of classroom teaching experience (preferably in an urban environment). *(High Preferred)*
- 24 units of college credit. *(Required for TK teaching)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School policies and procedures regarding attendance, curriculum, and student welfare.
- Effective teaching methods and practices appropriate for elementary-aged students.
- School-adopted curriculum and instructional resources.
- Differentiated instruction strategies to address diverse learning needs.
- Behavior management techniques and how to apply them effectively in a classroom setting.
- State education standards and frameworks for elementary education.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Design and implement effective lessons that meet the academic, social, and emotional needs of students.
- Adapt teaching methods to accommodate various learning styles and abilities, ensuring all students can access the curriculum.
- Manage a classroom effectively and maintain a positive, respectful learning environment.
- Communicate clearly and effectively with students, parents, colleagues, and administrators.
- Collaborate with colleagues to enhance instructional practices and school-wide initiatives.
- Maintain accurate records of student progress, attendance, and assessments.
- Exhibit professionalism in all interactions with students, parents, and colleagues.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 20% walking, and 60% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cortes Valencia, Silvia update

2025-2026 Employment Agreement and Job Description_Cortes Valencia, Silvia (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cortes Valencia Silvia.pdf

☑ I acknowledge this document

X *Silvia Cortes* 8/01/25 8:06:37 PM (CST)

Silvia CORTES
VALENCIA [352]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Silvia Roxana Cortes Valencia

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:187
School Calendar: 10 Months

3. **Compensation**

The annual compensation for this position shall be **$95,059.00**, to be paid semi-monthly over twenty (20) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

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2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (Elementary)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher is responsible for creating a dynamic learning environment that fosters academic achievement and social development for all students. The teacher designs, implements, and evaluates lessons aligned with the school's curriculum. Responsibilities include planning and delivering differentiated instruction, managing the classroom environment, maintaining accurate records, and supporting the overall educational goals of the school. The Teacher also engages in ongoing professional development, collaborates with staff to improve instructional practices, and contributes to the school's broader educational initiatives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership

- Designs, develops, and presents rigorous lessons that foster critical thinking, problem-solving, and academic growth in students.
- Plans standards-based curriculum that is developmentally appropriate and meets the needs of a diverse student body.
- Develops clear performance objectives and ensures that students understand the goals of each lesson.
- Assesses student progress using multiple methods, including formal and informal assessments, and adjusts instruction accordingly.
- Uses differentiated instructional strategies to accommodate various learning styles and ensure inclusivity.
- Maintains a positive and supportive classroom environment that promotes respect, responsibility, and collaboration.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Follows proper procedures to request absences.
- Demonstrates an awareness of the total school's educational programs.
- Recognizes his/her functions as being in loco parentis and acts in accordance with state law and school regulations.

Curriculum Development & Professional Growth

- Collaborates with staff on curriculum development and instructional strategies to align with school-wide goals.

- Participates in school-wide initiatives to ensure consistency and continuous improvement in teaching practices.
- Regularly engages in professional development opportunities to remain current with educational trends and best practices.
- Develops lesson plans that allow for flexibility and the ability to respond to the students' needs on a daily basis.
- Shares expertise with colleagues and contributes to creating a learning community that supports professional growth.
- Adheres to the school educational program, policies, and procedures.
- Periodically evaluates the effectiveness of instruction.

Classroom Management & Student Engagement

- Maintains a structured and focused learning environment by applying effective classroom management techniques.
- Demonstrates a calm, patient, and motivating approach to engage students and create a positive classroom culture.
- Ensures that all students, including those with disabilities and special needs, have access to a supportive learning environment.
- Monitors students' academic and behavioral progress and provides feedback to students and parents.
- Coordinates with special education staff to adapt instructional materials and practices for students with IEPs.
- Monitors student progress on IEP goals and attends relevant meetings.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials which are appropriate to the course/class and the development age of the students.
- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Prepares detailed lesson plans and materials for substitutes.
- Supervises equipment and facilities used with student safety in mind.
- Performs home visits as needed.

Record-Keeping & Communication

- Accurately maintains student records, including attendance, grades, and assessments, using tools such as PowerSchool and PowerTeacher Pro.
- Prepares timely reports and submits final grades by the designated deadlines.
- Communicates professionally and promptly with parents regarding student progress and any issues that may arise.
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- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.
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- Collaborates with the main office to address student absences.

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- Actively supports and supervises co-curricular activities to promote student involvement and enrichment.
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- Leads or participates in school/community-related organizations and events, serving as a school ambassador.

Other:

- Supports school initiatives for a safe and healthy environment.
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- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited institution. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Multiple Subject with a BCLAD Authorization or in the process of obtaining one. *(Required)*
- Minimum of one (1) year of classroom teaching experience (preferably in an urban environment). *(High Preferred)*
- 24 units of college credit. *(Required for TK teaching)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
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- Maintain a firm but courteous attitude toward individuals.
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- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Design and implement effective lessons that meet the academic, social, and emotional needs of students.
- Adapt teaching methods to accommodate various learning styles and abilities, ensuring all students can access the curriculum.
- Manage a classroom effectively and maintain a positive, respectful learning environment.
- Communicate clearly and effectively with students, parents, colleagues, and administrators.
- Collaborate with colleagues to enhance instructional practices and school-wide initiatives.
- Maintain accurate records of student progress, attendance, and assessments.
- Exhibit professionalism in all interactions with students, parents, and colleagues.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 20% walking, and 60% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Anayeli Yazmin Gallegos Hernandez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher Substitute**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: Hourly
Total Number of Work Days for Position:198
School Calendar: 10.5 month

3. **Compensation**

The hourly pay for this position is **$37.00**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

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C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or

without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

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E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified

herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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2025-2026 EA and JD_Gonzalez Amber

2025-2026 Employment Agreement and Job Description_Gonzalez Amber

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Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

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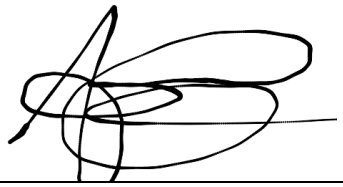
Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Gonzalez Amber.pdf

☑ I acknowledge this document

X 

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Amber Esmeralda Gonzalez [7438]
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JOB DESCRIPTION

Title: **Teacher Substitute**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher Substitute provides temporary classroom coverage when an assigned teacher is absent. The substitute is responsible for maintaining the established learning environment, following lesson plans, managing student behavior, and ensuring that classroom instruction continues effectively. Assignments may range from Transitional Kindergarten (TK) through High School and may be for morning (AM) or afternoon (PM) sessions, based on school needs.

The Teacher Substitute must demonstrate flexibility, professionalism, and adaptability in diverse classroom settings while supporting student learning and maintaining a safe and engaging environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional & Classroom Management

- Follow and implement the regular teacher's lesson plans to ensure continuity of instruction.
- Maintain a positive and structured classroom environment that fosters student engagement and respect.
- Use developmentally appropriate instructional strategies based on the assigned grade level (TK-12).
- Modify and adapt lessons as needed while ensuring that academic learning objectives are met.
- Supervise students in the classroom and during transitions, ensuring student safety at all times.
- Uphold and enforce school policies, rules, and behavior expectations.
- Utilize behavior management strategies to redirect, engage, and support student learning.

Student Assessment & Support

- Monitor and assess student progress during lessons and provide feedback as needed.
- Utilize differentiated instruction to support diverse learning needs.
- Ensure that students with IEPs and special accommodations receive appropriate instructional support.
- Respond to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.

Communication & Collaboration

- Maintain professional and timely communication with administration and staff.

- Report any student concerns, incidents, or behavioral challenges to the appropriate personnel.
- Communicate effectively and respectfully with students, parents, and colleagues.
- Cooperate with paraprofessionals, co-teachers, and support staff to enhance student learning.

Classroom & School Procedures

- Take accurate attendance and report absences according to school procedures.
- Ensure students stay on task and complete assigned classwork.
- Supervise and assist students during lunch, recess, and transitions, if applicable.
- Properly use prep periods for instructional planning when applicable.
- Leave detailed notes for the returning teacher regarding student progress and any classroom issues.

Professional Responsibilities

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Communicates with students and parents strictly on school/academic-related matters.
- Arrive on time and prepare for the assigned teaching period (AM or PM).
- Follow all school policies, procedures, and classroom protocols.
- Uphold professional ethics, confidentiality, and student privacy.
- Participate in faculty meetings, training sessions, or professional development, if required.
- Support school initiatives for a safe and healthy learning environment.
- Cooperate in the use and care of all equipment and materials.
- Maintain a clean and organized classroom environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education, Child Development, or a related field from an accredited institution. *(Required)*
- Valid California 30-Day Substitute Teaching Permit. *(Required)*

- One (1) year of experience working with students in a classroom setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Classroom management strategies for students of varying grade levels (TK-12).
- State and school curriculum standards for elementary, middle, and high school students.
- Child and adolescent development, including age-appropriate teaching methods.
- Behavior management techniques, including positive reinforcement and restorative practices.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Adapt quickly to different classroom settings and student needs.
- Effectively manage small and large groups of students.
- Follow lesson plans and maintain instructional flow.
- Communicate clearly and professionally with students, staff, and parents.

- Maintain confidentiality and demonstrate professionalism at all times.
- Supervise students during classroom instruction and non-instructional periods.
- Use technology for classroom instruction, grading, and student engagement.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills

required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Gonzalez, Raul, Aaron

2025-2026 Employment Agreement and Job Description_Gonzalez, Raul, Aaron

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X Aaron Gonzalez 6/04/25 12:37:04 PM (CST)

Aaron Gonzalez [2073]
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abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 198
School Calendar: 10.5 month

3. **Compensation**

The annual compensation for this position shall be **$63,659**, to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed,AAA or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Gonzalez Amber NEW

2025-2026 Employment Agreement and Job Description_Gonzalez Amber

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Gonzalez Amber.pdf

☑ I acknowledge this document

X Amber Gonzalez 8/01/25 5:58:03 PM (CST)

Amber Esmeralda Gonzalez [7438]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Amber Esmeralda Gonzalez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees

to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 187
School Calendar: 10 month

3. **Compensation**

The hourly pay for this position is **$25.81**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be

affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in

no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the classroom teacher and Instructional Leader, the Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Support

- Works under the daily supervision of a teacher to deliver specialized curriculum or subject matter.
- Assists with classroom instruction by providing one-on-one and small-group support to students.
- Adapts classroom activities in collaboration with the teacher to support and reinforce instructional objectives.
- Assists teaching staff in administering and scoring formal and informal assessments.
- Analyzes student achievement data to guide instruction and provide intervention support for students.

Classroom Management & Student Engagement

- Supports the classroom teacher in implementing behavior management strategies to maintain a safe and positive learning environment.
- Assists in monitoring and reinforcing classroom rules and expectations under the direction of the teacher.
- Confers with teachers and school staff regarding student progress, instructional strategies, and classroom materials.
- Supports students with behavioral needs by implementing teacher-approved strategies for positive reinforcement.

Collaboration & Communication

- Works with teachers and resource staff to implement instructional modifications and special programs.

- Communicates with parents, teachers, and staff as directed by the teacher to support student success.

Clerical & Administrative Tasks

- Assists in classroom preparation, including organizing materials and setting up instructional activities.
- Completes clerical tasks, such as preparing instructional materials, organizing student records, and documenting student progress.

Student Supervision & Safety

- Assists in student supervision, including lunch, recess, and yard duty as assigned.
- Ensures student safety and well-being during school hours and activities.
- Maintains confidentiality of student information and records.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree or coursework towards a Bachelor of Arts from an accredited institution. *(Required)*
- Minimum of five (5) years of experience in classroom management or working with children. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.

- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Instructional assistant programs and their role in supporting student learning.
- Basic educational strategies for working with diverse student populations.
- Assessment techniques for documenting student progress.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Assist with lesson implementation and small-group instruction under teacher supervision.
- Lead small groups and provide individualized student support.
- Assist in yard duty supervision and maintain student safety.
- Complete clerical tasks such as organizing instructional materials and tracking student data.
- Deliver specialized curriculum as directed by the teacher.
- Understand and support students with behavioral needs.
- Maintain confidentiality of student records and information.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and

the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 20% walking, and 55% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Hernandez Gonzales, Astrid

2025-2026 Employment Agreement and Job Description_Hernandez Gonzales, Astrid

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Hernandez Astrid.pdf

☑ I acknowledge this document

X Astrid Hernandez Gonzalez 5/21/25 5:46:30 PM (CST)

Astrid Hernandez Gonzalez [2074]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Astrid Hernandez Gonzalez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **CTE Instructor** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1.00
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**35.02**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Career Technical Education (CTE) Instructor**
FLSA Status:	**Nonexempt**
Classification:	**Credential**
Reports to:	**Instructional Leader**
Date:	**February 2025**

POSITION SUMMARY:

Under general direction, the Career Technical Education (CTE) Instructor is responsible for delivering high-quality, standards-based instruction in a designated career pathway. The CTE Instructor develops engaging lesson plans, provides hands-on learning experiences, and prepares students for industry certifications, post-secondary education, and career opportunities. This position serves high school youth and adult learners working toward a high school diploma in a dynamic, inclusive educational setting.

The CTE Instructor fosters a safe, inclusive, and culturally responsive learning environment that supports students' personal, academic, and career goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Actively participate in collaborative lesson planning with colleagues and follow the established scope and sequence provided by instructional leaders.
- Deliver lesson plans that integrate academic, technical, and employability skills.
- Use diverse instructional strategies, including project-based learning, hands-on experiences, and technology integration.
- Assess student learning regularly and provide constructive feedback to promote achievement.
- Maintain a safe and supportive classroom environment that respects all learners.
- Establish and maintain partnerships with industry professionals, post-secondary institutions, and employers.
- Support students in career exploration, internships, work-based learning, and industry certification preparation.
- Collaborate with colleagues, instructional leaders, and support staff to address students' academic and personal development.
- Engage with industry partners, advisory committees, and work-based learning opportunities to enhance student exposure to real-world careers.
- Monitor student behavior and classroom management aligned with school expectations.
- Stay current with industry trends and advancements to ensure instruction remains relevant.
- Maintain accurate records of attendance, grades, and student progress using PowerSchool and printed rosters.

- Implement the adopted curriculum with fidelity, ensuring alignment with state CTE standards, industry expectations, and ELD standards to support both language development and career readiness in the classroom.
- Creates a classroom environment that is conducive to learning.
- Assesses student accomplishments regularly and provides progress reports as required.
- Submit final grades and progress reports by established deadlines.
- Respond promptly to student inquiries and provide support during prep periods.
- Provide timely referrals for students to additional school services and support.
- Follow all applicable laws, school policies, and board regulations.
- Protects the safety of students, equipment, and materials.
- Arrive to work and meetings on time prepared to fulfill instructional duties.
- Utilize prep time to prepare materials, collaborate with colleagues, and support students.
- Maintains accurate, complete, and correct records as required by law, school policy, and administrative regulation.
- Serves on committees as recommended/assigned.
- Arrives in the classroom 30 minutes before the first class starts.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or related field from an accredited institution. *(High Preferred)*
- Valid California Career Technical Education (CTE) Teaching Credential in a relevant industry sector. *(Required)*
- Industry experience in the designated career pathway. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and instructional standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- State and federal education laws and regulations related to CTE instruction.
- Time management, organization, and classroom management best practices.
- Conflict resolution and positive behavior support strategies.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt to changing technology, schedules, and instructional strategies.
- Demonstrate empathy, open-mindedness, and responsiveness to students' diverse needs.
- Interact and work effectively with individuals from diverse backgrounds.
- Foster positive relationships with students, families, colleagues, and community partners.
- Maintain professionalism, integrity, and confidentiality at all times.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Implement culturally responsive teaching and de-escalation techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Hernandez, Litzareli

2025-2026 Employment Agreement and Job Description_Hernandez, Litzareli

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Hernandez Litzareli.pdf

☑ I acknowledge this document

X Litzareli Hernandez 5/19/25 7:32:42 PM (CST)

Litzy Hernandez
[3326]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Litzareli V. Hernandez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$71,289.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

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The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

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Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Mendoza Gutierrez, Sally

2025-2026 Employment Agreement and Job Description_Mendoza Gutierrez, Sally

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

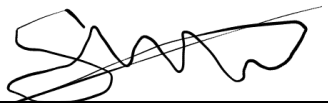
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Mendoza Gutierrez Sally.pdf

☑ I acknowledge this document

X 

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Sally Mendoza-Gutierrez [5084]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Sally Mendoza Gutierrez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Education Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:187
School Calendar: 10 Months

3. **Compensation**

The annual compensation for this position shall be **$86,369.00**, to be paid semi-monthly over twenty (20) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Education Specialist**
FLSA Status:	**Exempt**
Classification:	**Classified**
Reports to:	**Special Education Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Education Specialist designs and implements specialized instructional programs to support students with disabilities in diverse educational settings. This role is responsible for creating a flexible, inclusive learning environment that ensures students receive meaningful access to the general education curriculum through individualized support, accommodations, and supplemental aids.

Key responsibilities include:

- Providing direct instruction within the general education classroom.
- Overseeing instructional support provided by paraeducators.
- Offering indirect support to general education teachers to foster an inclusive and effective educational experience for students with disabilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Advocacy & Inclusion

- Advocates for students with disabilities and ensures equitable access to school programs.
- Promotes inclusion by supporting staff in integrating students with disabilities into all campus activities.
- Provides training and guidance to general education teachers, paraprofessionals, and staff on strategies to support diverse learning needs.

Instructional Support & Collaboration

- Collaborates with teachers, counselors, and parents/guardians to align expectations and monitor student progress.
- Provides professional development to general education teachers and special education paraprofessionals on effective instructional strategies for students with disabilities.
- Coordinates and oversees the work of special education paraprofessionals, ensuring they provide appropriate support to students.
- Delivers instruction through a combination of push-in (within general education settings) and pull-out (small group or one-on-one sessions) models.
- Collects observational data to assess student progress and inform instructional decisions.

Individualized Education Programs (IEPs) & Compliance

- Develops and maintains IEPs for all caseload students, including:
    - Formulating present levels of performance.
    - Establishing long- and short-term goals.
    - Determining FAPE (Free Appropriate Public Education) services and supplemental aids.
    - Ensuring timely IEP follow-ups and progress tracking.
- Monitors IEP implementation, ensuring student progress is consistently evaluated and communicated to stakeholders.
- Uses the Special Education Information System (SEIS) to input, update, and track student data for compliance and reporting purposes.
- Schedules, prepares, and facilitates IEP meetings, ensuring compliance with state and federal requirements.
- Adheres to mandated timelines for assessments, IEP meetings, and required follow-ups for initial, annual, and triennial reviews.
- Completes in a timely fashion all records, timelines, and reports as required by law and regulation or requested by the Special Education Department, Escuela Popular, and the SELPA.

Assessment & Progress Monitoring

- Designs and delivers instruction aligned with IEP goals, modifying teaching methods and materials as needed.
- Develops assessment plans for special education testing by:
    - Gathering background information and student records.
    - Conducting interviews with students, parents, and teachers.
    - Collecting and analyzing progress reports, assessments, and attendance data.
- Assess/evaluate students academically for initial evaluations and reevaluations (triennials) and prepare written reports of findings.
- Tracks student progress, maintaining accurate records and progress reports.
- Ensures compliance with assessment protocols, including vision and hearing screenings.

Communication & Stakeholder Engagement

- Maintains regular communication with parents and guardians to foster strong home-school collaboration.
- Establishes clear roles and expectations for paraprofessionals and supervises their work in supporting students.
- Builds and maintains strong relationships with school staff, community resources, and external service providers.
- Assists general education Teachers and Special Education Paraprofessionals through individual consultation and/or staff development sessions with the understanding of the needs of exceptional students and with strategies and approaches engaging with concerns in learning, behavior, or adjustment.
- Protects student confidentiality and exercises discretion in handling sensitive information.

Schoolwide Support & Compliance

- Assists school administration in ensuring compliance with special education laws, policies, and best practices.

- Supervises and evaluates paraprofessionals in collaboration with the Special Education Coordinator.
- Notifies school personnel of concerns related to substance abuse, child neglect, suicide risk, or other safety concerns.
- Engages in continuous professional growth, attending staff meetings, in-service training, and development workshops.
- Serves as a role model for students and staff by dressing and grooming professionally; demonstrates the importance and relevance of learning; accepts responsibility; demonstrates pride in the honorable profession of special education teaching.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Special education or related field from an accredited institution. *(Required)*
- Valid California Special Education (Mild to Moderate) Credential. *(Required)*
- Minimum of one (1) year of experience in teaching special education. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Learning styles and motivation strategies for students with disabilities.

- Assessment and intervention techniques for behavioral, academic, and social-emotional development.
- Best practices in differentiated instruction and classroom accommodations.
- Special education laws, policies, and compliance requirements.
- Student information systems (SEIS) and digital platforms for recordkeeping and collaboration.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Design and implement individualized instructional plans.
- Collaborate with a multidisciplinary team to support student success.
- Communicate effectively with students, parents, teachers, and external service providers.
- Analyze student progress data to guide instructional decisions.
- Adapt instruction to accommodate varied learning needs and disabilities.
- Maintain confidentiality of student records and sensitive information.
- Use technology effectively to support instruction and data management.
- Ensure compliance with IEP timelines, documentation, and reporting.
- Supervise and provide guidance to paraprofessionals supporting special education students.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to

the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 40% sitting, 30% walking, and 30% Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
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WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Rodriguez Montenegro, Olga upd

2025-2026 Employment Agreement and Job Description_Rodriguez Montenegro, Olga (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

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Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Rodriguez Montenegro Olga.pdf

☑ I acknowledge this document

X Olga Margarita Rodriguez Montenegro 8/04/25 4:42:44 PM (CST)

OLGA RODRIGUEZ MONTENEGRO [323]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Olga Margarita Rodriguez-Montenegro

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:187
School Calendar: 10 Months

3. **Compensation**

The annual compensation for this position shall be **$73,426.00**, to be paid semi-monthly over twenty (20) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Tapia, Magali updated

2025-2026 Employment Agreement and Job Description_Tapia, Magali (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Tapia Magali.pdf

☑ I acknowledge this document

X Magali Tapia 7/31/25 4:49:01 PM (CST)

MAGALI TAPIA [2002]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Magali Tapia

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

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FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$81,793.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee 's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

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In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

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- Monitors student progress on IEP goals and attends relevant meetings.
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- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Torres Hermosillo, Hortencia

2025-2026 Employment Agreement and Job Description_Torres Hermosillo, Hortencia

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Torres Hermosillo Hortencia.pdf

☑ I acknowledge this document

X Hortencia Torrres 6/05/25 5:18:23 PM (CST)

HORTENCIA TORRES
HERMOSILLO [147]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Hortencia Torres Hermosillo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to

abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 198
School Calendar: 10.5 months

3. **Compensation**

The annual compensation for this position shall be **$75,231**, to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed,AAA or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
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Other:

- Supports school initiatives for a safe and healthy environment.
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REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
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- Research, compile and verify a variety of student's information.
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2025-2026 EA and JD_Villalvazo, Rodriguez, Luis

2025-2026 Employment Agreement and Job Description_Villalvazo, Rodriguez, Luis

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Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Villalvazo Rodriguez Luis.pdf

☑ I acknowledge this document

X Luis Villalvazo 6/09/25 7:35:58 PM (CST)

Luis Villalvazo
Rodriguez [8558]
98.207.84.238

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Luis Villalvazo Rodriguez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

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1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to

abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 198
School Calendar: 10.5 months

3. **Compensation**

The annual compensation for this position shall be **$63,659**, to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed,AAA or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 Employment Agreement_Gomez, Rosalba

2025-2026 Employment Agreement_Gomez, Rosalba Flores (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Rosalba Flores Gomez.pdf

☑ I acknowledge this document

X Rosalba Gomez 9/26/25 5:27:16 PM (CST)

Rosalba Flores Gomez
[2069]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Rosalba Flores Gomez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$32.32,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Alessandra Vargas

2025-2026 Employment Agreement and Job Description_Alessandra Vargas

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Vargas Alessandra.pdf

☑ I acknowledge this document

X alessandravargas 5/14/25 12:15:59 PM (CST)

Alessandra Vargas Cruz [7775]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Alessandra Guadalupe Vargas

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.63
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**21.27**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's

employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

   The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

   The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

   This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Alonso, Rutilo revised

2025-2026 Employment Agreement and Job Description_Alonso, Rutilo

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Alonso Rutilo.pdf

☑ I acknowledge this document

X Rutilo Alonso 7/01/25 2:40:39 PM (CST)

Rutilo Alonso [459]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Rutilo Alonso

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Special Education Coordinator**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The

Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 month

3. **Compensation**

The annual compensation for this position shall be **$106,700** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. Employment At-Will

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Special Education Coordinator**
FLSA Status: **Exempt**
Reports to: **Principal**
Supervises: **Education Specialist, Special Education Paraprofessional**

POSITION SUMMARY:

Under general direction, the Special Education Coordinator provides strategic leadership and oversight of the school's special education program. This role ensures that all students with disabilities receive high-quality services in compliance with state and federal laws.

The Special Education Coordinator plays a key role in program development, compliance monitoring, staff supervision, and professional training. They are responsible for coordinating Individualized Education Plans (IEPs), assessments, and service delivery while ensuring seamless collaboration among teachers, specialists, and external providers. Additionally, this position advises school leadership on special education policies, provides guidance on instructional best practices, and ensures that services are equitably distributed to meet student needs.

The Special Education Coordinator serves as the primary liaison between Escuela Popular and SELPA, state agencies, and external partners, ensuring that reporting, compliance, and legal requirements are met. This position requires strong leadership, analytical skills, and a deep understanding of special education laws, instructional strategies, and behavioral supports.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Program Leadership & Compliance Oversight

- Provide leadership and oversight for all special education services, ensuring compliance with state, federal, and local regulations (IDEA, Section 504, ADA, SELPA policies, etc.).
- Serve as the primary liaison between Escuela Popular and SELPA, attending Professional Learning Network (PLN) meetings and collaborating with the Program Specialist from El Dorado SELPA.
- Oversee the development, implementation, and monitoring of IEPs, ensuring accuracy, compliance, and alignment with student needs.
- Ensure all special education records, reports, and documentation are maintained in accordance with legal requirements.
- Provide guidance to school leadership, instructional staff, and parents regarding special education services, student rights, and procedural safeguards.

Staff Supervision & Professional Development

- Supervise, mentor, and evaluate Education Specialists and Special Education Paraprofessionals.
- Coordinate staff assignments to align with student needs and instructional goals.

- Provide ongoing professional development and training for teachers and support staff on special education laws, instructional best practices, and behavioral interventions.
- Guide teachers in developing and implementing inclusive classroom strategies that support students with disabilities.

Student Assessment & Individualized Support

- Oversee special education eligibility determinations and re-evaluation processes.
- Analyze student data and assessment reports, ensuring appropriate identification, placement, and interventions for students with disabilities.
- Collaborate with teachers and service providers to develop effective instructional plans for students with IEPs.
- Attend Student Study Team (SST) meetings as needed to support early intervention and special education eligibility determinations.
- Coordinate and oversee Vision and Hearing screenings in preparation for Triennial and Initial IEPs.

Collaboration & Coordination

- Work closely with Principals, Instructional Leaders, and Teachers to support special education services and ensure student needs are met.
- Coordinate and manage related services (e.g., speech therapy, occupational therapy, mental health services) to support IEP goals.
- Serve as the point of contact for external service providers, ensuring service agreements and contracts align with IEP mandates.
- Ensure alignment of service provider invoices with actual services documented in SEIS.
- Oversee CALPADS reporting, ensuring that all special education data is accurate and submitted on time.

Policy Development & Continuous Improvement

- Develop and implement school-wide policies to improve special education service delivery and student outcomes.
- Stay informed about best practices, emerging trends, and policy changes in special education.
- Lead program evaluations and needs assessments, using data to inform decision-making and instructional improvements.
- Monitor program effectiveness, making necessary adjustments to ensure students receive high-quality services.

Administrative & Operational Responsibilities

- Approve staff timecards and leave requests, ensuring adequate coverage for student support.
- Assist with hiring processes for Education Specialists, Special Education Paraprofessionals, and service providers.
- Ensure legally defensible IEPs, providing oversight on compliance-related matters.
- Manage SELPA-required reports, including personnel data reports.
- Coordinate classroom coverage and staff assignments in the absence of special education personnel.

- Support school safety initiatives related to students with disabilities.
- May travel as needed for professional development, SELPA meetings, or school-related events.
- Coordinate Education Specialist to attend Teacher training with El Dorado SELPA.
- Coordinate Vision and Hearing screenings with a school nurse for upcoming Triennials and Initial IEPs.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Special Education, Education, or related field from an accredited institution. *(Required)*
- Valid Single Subject in Special Education Credential (Mild to Moderate) from the Commission on Teacher Credentialing or willingness and ability to obtain a designated teaching credential and/or permit. *(Required)*
- Five (5) years of experience in special education teaching. *(Required)*
- Experience in special education program coordination, compliance monitoring, and staff supervision. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.

- Federal and state special education laws, policies, and compliance requirements (IDEA, Section 504, ADA).
- Special education assessment, eligibility determination, and re-evaluation processes.
- Best practices in differentiated instruction, inclusion strategies, and positive behavior support.
- Student behavior intervention and classroom management techniques.
- Curriculum development and instructional methodologies for diverse learners.
- SEIS (Special Education Information System) for IEP documentation and reporting.
- Data analysis techniques to inform special education programming and student interventions.
- Proficiency as District Level User and Provider Level User of Special Education Information System (SEIS).

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Provide leadership, guidance, and oversight for the school's special education program.
- Supervise and evaluate special education staff, ensuring accountability and continuous improvement.
- Interpret student assessment data to make informed program and instructional decisions.
- Train and mentor teachers and support staff on best practices in special education.
- Develop and implement policies to enhance service delivery and student outcomes.
- Effectively communicate with school leadership, teachers, parents, and external agencies.
- Analyze and interpret complex regulations, ensuring compliance with legal requirements.
- Manage multiple priorities, maintaining efficiency in a fast-paced school environment.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 60% sitting, 20% walking, and 20% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cortes, Cindy Maria

2025-2026 Employment Agreement and Job Description_Cortes, Cindy Maria

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cortes Cindy Maria.pdf

☑ I acknowledge this document

X Cindy Cortes 6/25/25 1:18:51 PM (CST)

Cindy Cortes [465]
108.85.28.248

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Cindy Maria Cortes

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Human Resources Manager**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee

further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$92,800** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Human Resources Manager**
FLSA Status: **Exempt**
Classification: **Classified**
Reports to: **Executive Director**
Supervises: **Childcare Coordinator and Human Resources Specialist**

POSITION SUMMARY:

Under general direction, the Human Resources Manager manages HR functions and operations, working closely with the Executive Director. The HR Manager oversees various areas, including benefits administration, employee relations, training, performance management, onboarding, policy implementation, recruitment, payroll, and compliance with federal, state, and employment laws.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Organizational Leadership

- Adheres to the tenets of the family learning center model.
- Leads teams to foster a collaborative and healthy workplace culture aligned with the school's vision, mission, and values.
- Promotes a school climate that supports student and staff success while fostering respect and inclusivity.
- Maintains a safe, secure, and structured work environment for students, staff, visitors, and school property.

Human Resources

- Tracks and ensures compliance with mandatory and optional training, continuing education, and performance assessments, including safety and anti-harassment training.
- Collaborates with supervisors to manage recruitment, interviews, and hiring.
- Supports recruitment by posting jobs, screening candidates, conducting reference checks, and coordinating interview panels.
- Implements and maintains HR programs, including employee training, professional development, and performance evaluations.
- Coordinates the performance evaluation process with supervisors.
- Oversees and implements new hire orientation.
- Ensures compliance with federal, state, and local employment laws by monitoring legislative updates, enforcing adherence, and advising management on necessary actions.
- Facilitating employee disciplinary meetings, terminations, and investigations.
- Administers employee benefits and coordinates with benefit consultants.

- Assists in planning and executing special events, including benefits enrollment, staff meetings, employee recognition events, and celebrations.
- Oversees the volunteer program and ensures compliance with required documentation.
- Oversees payroll processing in collaboration with the back-office payroll specialist to ensure accuracy and timeliness.
- Works with the Executive Director to prepare and distribute employment agreements.
- Maintains and safeguards the confidentiality of HR records and documentation.
- Conducts periodic audits of HR files to ensure proper documentation and compliance.
- Works with leadership to verify teacher credentials and develop certification plans.
- Administers and oversees extended protected leaves.
- Collaborates with CharterSAFE on worker's compensation claims, accommodation, and reporting.
- Manages year-end employee W-2s and employer ACA reporting.
- Maintains HRIS records and generates reports as needed.
- Assists leadership in HR-related audits to ensure compliance.
- Stays current on HR trends, best practices, regulatory changes, and new technologies.
- Provides HR guidance and support to management and staff.
- Oversees the school's retirement website and resources.
- Works with the Executive Director and supervisors to review and edit Job Descriptions.
- Works with the Executive Director to update and distribute the Employee Handbook.
- Collaborates with team members on reporting requirements such as CALPADS, CBEDS, SARC, and CALSAAS.
- Assists in the development and decision-making of compensation structures.
- Ensures compliance with COVID-19 workplace regulations.
- Serves as the school's Custodian of Records (COR), overseeing background checks for employees and new hires.
- Manages, evaluates, and develops the Childcare Academy Coordinator.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Human Resources, Business Management, or a related field from an accredited institution. *(Required)*
- Minimum of five (5) years of human resources experience. *(Highly Preferred)*
- SHRM-CP. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- HRIS platforms and personnel management systems.
- State and federal employment laws and compliance standards.
- Personnel and compliance record management.
- Best practices in employee relations, training, and organizational development.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Effectively manage payroll and HRIS platforms.

- Maintain confidentiality and handle sensitive information with discretion.
- Demonstrate excellent interpersonal and customer service skills.
- Prioritize tasks and meet deadlines in a fast-paced environment.
- Adapt to changing regulations and workplace dynamics.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 70% sitting, 10% walking, and 20% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 15 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cortes Cazarez, Guadalupe

2025-2026 Employment Agreement and Job Description_Cortes Cazarez, Guadalupe

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cortes Cazarez Guadalupe .pdf

☑ I acknowledge this document

X Guadalupe Cortes 6/25/25 1:27:29 PM (CST)

Guadalupe Cortes Cazarez [2054]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Guadalupe Cortes Cazarez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Business Manager**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 243
School Calendar: 12-Month

3. **Compensation**

The annual compensation for this position shall be **$92,800** to be paid semi-monthly over twenty-four (24) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Business Manager**
FLSA Status:	**Exempt**
Classification:	**Classified**
Reports to:	**Executive Director**
Supervises:	**Campus Security, Campus Supervisor, Campus Security/Facilities Support, Facilities & Technology Specialist, Business Specialist, Custodian, Food Service Assistant, Food Service Specialist, and Food Service Lead**

POSITION SUMMARY:

Under general direction, the Business Manager oversees financial operations and various administrative functions to ensure the smooth functioning of the school. Responsibilities include managing accounts payable, supervising personnel, maintaining facilities, overseeing technology, and managing the food service department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Organizational Leadership

- Upholds the principles of the family learning center model.
- Leads collaborative efforts to foster a school culture aligned with EP's vision, mission, and values.
- Promotes a school climate that supports student and staff success while fostering respect and appreciation among students, staff, and parents.
- Ensures assigned programs meet objectives and align with EP's mission.
- Maintains the safety and security of students, staff, visitors, and property.
- Supports an orderly and engaging learning environment.

Finance & Accounts Payable

- Establishes and maintains high standards of financial management and accuracy with regard to budgets, expenditures, revenues, taxes, etc.
- Establishes and maintains processes for effective logging and tracking of all expenditures to individual donations and acknowledgment letters.
- Prepares documents for annual audit.
- Maintains strict confidentiality regarding school matters.
- Works with back office to process all accounts payable, cash handling, credit card, and financial processes.
- Reconciles processed work by verifying entries and comparing system reports to balances.
- Pays vendors by monitoring discount opportunities, verifying federal ID numbers, scheduling and preparing checks, resolving outstanding memos, and issuing stop-payment or purchase order amendments.
- Collects all purchase requests.

- Collects weekly deposits.
- Responsible for procurement of supplies, materials, equipment, and inventory management.
- Promotes the school through positive relations with the businesses, staff, parents, and students.
- Supports the production and/or produces reports as needed for the school administration team.
- Manages and reconciles the school's credit card expenses and manual checks, and ensures spending is consistent with the budget.
- Handles all on-site school financial tracking and record-keeping, including obtaining necessary approvals related to managing the school's credit card, paying bills, processing employee reimbursements, and overseeing purchase orders.
- Collaborates with back-office support to provide accurate data used for monthly financial forecasting and reporting to the EP Board.
- Manages department budgets and fundraisers.
- Researches, recommends, negotiates, and implements cost-saving/efficiency.
- Develops and maintains relationships with the school's banking partners and vendors.
- Coordinates the purchases of goods and services for the school, including managing a bidding process and RFP (Request for Proposals) when necessary.

Food Service

- Implements billing and financial tracking of lunch programs, including mean counts and federal reimbursements.
- Manages and monitors the food service program, including cafeteria personnel.
- Manages free/reduced-price lunch application process, including monthly federal meal reimbursements.
- Complies with food service requirements and reporting.
- Provides support in resolving any issues related to food service.
- Works in collaboration to ensure the accuracy of state lunch verification and lunch reimbursement claims.

Facilities

- Provides support to the Campus Security and Custodians, ensuring campus cleanliness and safety with regard to the facility.
- Collaborates with the Human Development & Operations Director to determine office assignments and changes that best fit the operational needs.
- Responsible for inventory management of all supplies, materials, and equipment, including all furniture and keys.
- Creates policies, procedures, systems, and quality standards, as well as supports compliance with safety and environmental regulations.
- Soliciting, reviewing, and negotiating bids for repairs and projects.
- Ensures facilities are in good repair and provide a safe environment.
- Oversees all third-party vendors (e.g., landscaping, pest control, alarm system, etc.).
- Manages construction, renovations, and maintenance operations and projects.
- Works in collaboration with the Human Development & Operations Director to approve annual facility spending for office services, building grounds maintenance, and facility expansion or improvement projects.

- Point of contact for the Integrated Pest Management System.
- Responsible for updating the Asbestos Management Plan.
- Maintains cleaning guidelines for custodians.
- Manages the fire, safety, and security systems.
- Collaborates with necessary staff in managing safety and facility-related needs and requests, including scheduling/meeting vendors and handling after-hours emergencies.

IT Support

- Responsible for creating systems, processes, and procedures with regard to inventory management of all supplies, materials, and equipment, including all technology. Implementation and management of these systems, processes, and procedures.
- Works collaboratively with instructional leaders to design, develop, and deliver educational technology initiatives that align with the mission of the school and the needs of the classroom.
- Works in collaboration with appropriate staff on technology distribution (planning and training) while ensuring policies and procedures are communicated and followed.
- Supports the implementation of security measures.
- Works with directors to acquire new technology consultants.

Operations

- Manages field trips in collaboration with instructional leaders.
- Responsible for developing and managing a parking system and structure.
- Collaborates with necessary staff to determine office assignments and changes that best fit the operational needs.
- The first point of contact for liability and property incident reports.
- Files student incident claims with the insurance carrier.
- Informs personnel regarding various risk management procedures and program requirements specific to Students, Liability, and Property.
- Maintains records and files (confidential and non-confidential) (e.g., student injury incidents, etc.) to ensure documentation for future reference in accordance with administrative and legal requirements.
- Ensures compliance with all legal regulations (e.g., developing a School Safety Plan, etc.).

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Accounting, Finance, or Business Administration from an accredited institution. *(Required)*
- Minimum of five (5) years of experience in accounts payable or general accounting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Excellent interpersonal, negotiation, and conflict-resolution skills.
- Tracking budget expenses.
- Account vendor relationship.
- Data entry skills.
- Accounts Payable.
- Customer service skills.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.

- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Research and resolve discrepancies.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 50% sitting, 25% walking, and 25% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing and/or pulling or otherwise moving moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cortes Munoz, Zaid_updated

2025-2026 Employment Agreement and Job Description_Cortes Munoz, Zaid_updated

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

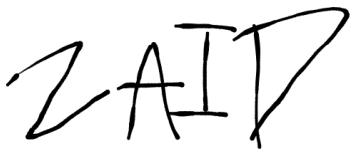
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cortes Munoz Zaid.pdf

☑ I acknowledge this document

X 

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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Zaid Cortes Munoz

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Campus Supervisor**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Work Days for Position: 198
School Calendar: 10.5-Months

3. **Compensation**

The hourly pay for this position is **$23.33**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

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Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

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

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The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

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discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

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By signing, the Employee declares as follows:

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Campus Supervisor**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Campus Supervisor supervises students in common areas, during arrival, school lunch hours, passing periods, dismissal, with a focus on student safety and wellness, supporting school-wide expectations, and intervening in conflicts or behavioral concerns. The role emphasizes student engagement and de-escalation strategies to prevent disruptions and promote a safe, orderly campus. The Campus Supervisor works closely with administration, teachers, and support staff to monitor student behavior, ensure safety during unstructured time, and model respectful interactions.

This position requires professionalism, discretion, and a strong commitment to supporting student development and well-being.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Promotes positive relationships with students to foster trust and a sense of belonging on campus.
- Supervises students during non-instructional time, including arrival, lunch, passing periods, and dismissal.
- Conducts regular walkthroughs of hallways, restrooms, and campus areas to monitor student behavior and ensure a safe environment.
- Assists during campus transitions and events, including student assemblies, drills, and school celebrations.
- Encourages appropriate behavior and reinforces school-wide behavioral expectations.
- Intervenes and de-escalates conflicts between students using verbal intervention and restorative approaches.
- Escorts students as needed and ensures those out of class have proper authorization (e.g., hall passes).
- Reports repeated behavioral issues, safety concerns, and disciplinary incidents to administrators.
- Maintains confidentiality in all matters involving students and staff.
- Supports supervision needs during classroom emergencies or staff absences.
- Reports unsafe conditions, bullying, or violations of the student code of conduct.
- Models professional behavior and promotes a safe and respectful campus culture.

- Collaborates with staff to support a positive school climate and communicate student concerns appropriately.
- Participates in staff meetings, trainings, and professional development sessions.
- Provides supervision and support during extracurricular events, when required and with supervisor approval.
- Assists in maintaining cleanliness and order in shared spaces such as lunch areas and courtyards.
- Patrols the school's perimeter, buildings, parking lots, and grounds to deter vandalism, theft, and unsafe behavior.
- Takes headcount daily and reports to the administrator.
- Enforces school policies regarding prohibited items (e.g., weapons, tobacco, illegal substances, student parking) and dress code compliance.
- Report unsafe conditions, health hazards, and facility maintenance issues to the administration or Facilities staff.
- Help the Facilities department with setup, breakdown, and maintenance tasks for school events and activities.
- Assists with the assembly of equipment and furniture.
- Assist visitors, verify passes, and escort unauthorized individuals off-campus as needed.
- Assists administrators in the investigation of illegal activity within the school.
- Ensures proper opening (unlocking gates, disarming the alarm, etc.) and closure (locking gates, classrooms, arming alarms, etc) of campus facilities, including Alum Rock Youth Center.
- Collaborate with nearby schools and local safety liaisons to stay informed about community safety concerns.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Highly Preferred)*

- Minimum of one (1) year of experience in school campus security. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Basic conflict resolution and de-escalation techniques
- Strong interpersonal communication skills, both written and oral.
- School policies and practices with regard to person and property safety, visitors on campus, and student code of conduct and discipline.
- Understanding of Master Class Schedules, Bell Schedules, and school and student calendars.
- Effective interpersonal and customer service skills.
- Proper attire to safely perform work duties.
- Proper building security and locking procedures.
- Problems associated with establishing and maintaining positive relationships with adolescents and adults.

Ability to:

- Maintain precise records and data entry.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Report to work on a regular and punctual basis.
- Recognize the importance of safety in the workplace, follow safety rules, practice safe work habits, utilize appropriate safety equipment, and report unsafe conditions to the appropriate administrator.
- Analyze situations accurately and adopt an effective course of action.
- Assist in yard duty supervision when needed.
- Establish and maintain positive, respectful relationships with students and staff.
- Supervise large groups of students in a calm and assertive manner.
- Maintain composure and professionalism in stressful situations.
- Exercise sound judgment and discretion in managing student behavior.
- Document and report incidents accurately and in a timely manner.

- Work collaboratively in emergency or crisis situations.
- Respond appropriately in emergency or crisis situations.
- Uphold confidentiality and professional boundaries.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 50 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cortes Olivia (revised)

2025-2026 Employment Agreement and Job Description_Cortes, Olivia (revised)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cortes Olivia.pdf

☑ I acknowledge this document

X Olivia Cortes 8/05/25 9:01:47 PM (CST)

Olivia Cortes [9]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Olivia Cortes

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Principal**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to

abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$175,800** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Principal**
FLSA Status:	**Exempt**
Reports to:	**Executive Director**
Supervises:	**Instructional Leader, Athletics Coordinator, Compliance Manager, Student Data Manager, Instructional Coach, Special Education Coordinator**

POSITION SUMMARY:

Under the general direction of the Executive Director, the Principal provides visionary leadership in developing, administering, and monitoring all educational programs at Escuela Popular. The Principal is responsible for ensuring that instructional quality, student success, and operational excellence align with the school's mission and vision.

This role involves strategic planning, staff development, compliance oversight, and fostering a collaborative school culture. The Principal serves as the primary instructional leader, working closely with staff to enhance teaching effectiveness, student outcomes, and professional growth. Additionally, the Principal ensures accountability to the school's authorizer, monitors student data and compliance, and implements school-wide policies and initiatives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Executive Leadership

- Embody, advocate for, and execute the mission, vision, pedagogy, and strategic direction of Escuela Popular's charter schools.
- Uphold and integrate the family learning center model into the school's culture and operations.
- Lead and support Instructional Leaders, Teachers, and Staff to cultivate a positive and inclusive school culture.
- Develop and implement professional development initiatives aligned with the school's pedagogy and educational model.
- Ensure a safe, respectful, and orderly learning environment for students and staff.
- Establish organizational goals and objectives in alignment with the school's strategic plan.
- Oversee LCAP, WASC, and Charter Renewal processes to maintain accreditation and compliance.
- Collaborate with the Executive Director to set school-wide priorities, implement strategic initiatives, and provide regular updates to the Board of Directors.
- Monitor and oversee student enrollment processes to ensure that the school meets targeted enrollment and ADA projections.
- Ensure timely and fair resolution of student disciplinary matters in compliance with school policies.

- Ensure compliance with local, state, and federal regulations, including oversight of funding sources and school-wide compliance policies.

Instructional Leadership & Student Achievement

- Supervise, evaluate, and support Instructional Leaders and instructional staff in achieving excellence.
- Work with Instructional Leaders to assess student achievement, identify areas for improvement, and implement data-driven instructional strategies.
- Ensure the implementation of effective, research-based teaching methodologies that support student growth.
- Lead data analysis efforts, using student performance metrics to drive instructional improvements.
- Provide coaching and professional development to enhance teaching effectiveness and instructional leadership.
- Foster a culture of collaboration, continuous learning, and professionalism among instructional staff.
- Ensure academic programs meet or exceed student outcome goals, as measured by state accountability requirements and the school's LCAP.
- Collaborate with the Student Services Director to monitor student progress toward graduation.
- Oversee continuous program evaluation and improvement initiatives to enhance student learning and development.

School Operations & Compliance

- Ensure compliance with **state and federal educational policies** related to curriculum, student assessment, and special education.
- Oversee the **implementation of school policies, student expectations, and a clear code of conduct**.
- Work closely with **school leadership and operations teams** to ensure the effective execution of school policies and procedures.
- Monitor **school-wide budgets** and financial resources to ensure **fiscal responsibility and sustainability**.
- Supervise and support **staff responsible for compliance, student data management, and athletic programs**.
- Foster **community partnerships** to enhance student learning opportunities and extracurricular activities.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.

- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master of Arts degree in Education, or a closely related field, from an accredited institution. *(Highly Preferred)*
- Bachelor of Arts degree in Education, or a closely related field from an accredited institution. *(Required)*
- Minimum of three (3) years of teaching, administrative, and/or principal experience. *(Required)*
- Valid Teaching Credential from the Commission on Teacher Credentialing, preferably an administrative credential. *(Required)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Strategic leadership and people management in an educational setting.
- Current trends in bilingual education, curriculum development, and instructional best practices.
- State and federal education laws, compliance requirements, and charter school regulations.
- Data-driven decision-making strategies to improve student achievement.
- Diverse student populations and equity-based instructional practices.
- School budgeting, resource allocation, and financial oversight.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.

- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Lead and inspire educators to improve instructional practices and student outcomes.
- Develop and implement school-wide initiatives that align with the school's mission and strategic goals.
- Effectively communicate and collaborate with students, staff, families, and external stakeholders.
- Analyze complex problems and develop data-driven solutions.
- Ensure confidentiality and compliance with all administrative, student, and institutional data.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 60% sitting, 30% walking, and 10% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop

environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cruz, Gertrudis Imelda

2025-2026 Employment Agreement and Job Description_Cruz, Gertrudis Imelda

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

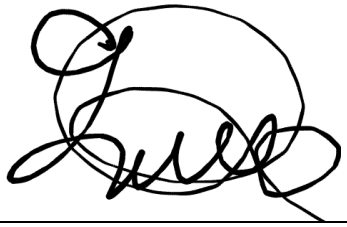
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cruz Imelda Gertrudis.pdf

☑ I acknowledge this document

X 

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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Gertrudis Imelda Cruz

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.69
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cruz, Sarahi, Arely

2025-2026 Employment Agreement and Job Description_Cruz, Sarahi, Arely

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cruz Arely Sarahi.pdf

☑ I acknowledge this document

X *Arely Cruz* 6/02/25 9:16:48 PM (CST)

ARELY CRUZ [2023]
98.207.87.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Arely Sarahi Cruz

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Services Assistant**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified Nonexempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$34.50** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Childcare Services Assistant**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Services Assistant provides clerical and administrative support to the childcare department. This role ensures smooth and efficient office operations by facilitating communication between administrators, parents, and childcare staff. Additionally, the Childcare Services Assistant supports student records management, attendance tracking, and childcare-related events.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Customer Service

- Welcomes parents and visitors warmly.
- Answers phone calls, responds to inquiries and directs calls to the appropriate staff.
- Works closely with families to explain available school programs and services.
- Assists in scheduling and arranging appointments, conferences, and events.
- Supports Childcare Specialists and staff with materials, forms, and parent communication as needed.

Student Records & Attendance

- Compiles, maintains, and organizes records related to students, attendance, and program operations.
- Ensures accurate digital and paper records of student information and attendance.
- Updates cumulative files with new data such as attendance records and sick notes.
- Inputs data into student management systems and generates reports.
- Collects and compiles required enrollment documents (e.g., birth certificates, immunization records).

Student Recruitment & Retention

- Assists with student registration and leads the enrollment process.
- Prepares all student forms and documentation.
- Encourages parent participation in school activities to support children's academic and emotional growth.
- Assists with new student orientation.

Administrative & Clerical Duties

- Receives and assists visitors, providing information or directing them to appropriate personnel.
- Assists in organizing work teams and maintaining an organized office environment.
- Prepares and distributes reports, lists, newsletters, and flyers.
- Coordinates childcare services under the direction of the Childcare Coordinator.
- Supports all childcare events, including parent meetings, open houses, and fundraisers.
- Provides logistical support for childcare staff meetings and training sessions.
- Assists with school mailings and inter-office communications.
- Prepares reports on contracts and rosters at the start of each quarter.

Childcare Support

- Supports event planning for childcare programs.
- Assists Childcare Specialists in the classroom during breaks and lunch periods.
- Provides backup support for Childcare Specialists when necessary.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Associate of Arts degree in Child Development (or actively pursuing one) or related field from an accredited institution. *(Highly Preferred)*
- Minimum of one (1) year of customer service, administrative work, or similar experience. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.

- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Standard office practices, procedures, and equipment.
- Student records management and confidentiality requirements.
- Child development principles and family engagement strategies.
- School policies and procedures related to childcare programs.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Provide excellent customer service and communicate effectively with parents, students, and staff.
- Maintain accurate and organized records.
- Assist with childcare activities as needed.
- Maintain confidentiality and professionalism.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 60% sitting, 25% walking, and 15% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Cruz Gonzalez, Adriana

2025-2026 Employment Agreement and Job Description_Cruz Gonzalez, Adriana

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cruz Gonzalez Adriana.pdf

☑ I acknowledge this document

X Adriana Cruz Gonzalez 5/19/25 3:10:22 PM (CST)

Adriana Cruz Gonzalez
[6613]
73.158.247.158

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Adriana Cruz Gonzalez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$81,156.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_De La Rosa Santos Maria

2025-2026 Employment Agreement and Job Description_De La Rosa Santos Maria

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: De La Rosa Santos Maria.pdf

☑ I acknowledge this document

X Maria Isabel de la rosa Santos. 5/15/25 7:35:37 PM (CST)

Maria De La Rosa Santos [2061]
172.59.160.191

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Maria Isabel De La Rosa Santos

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.69
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**29.92**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

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

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discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

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By signing, the Employee declares as follows:

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Deloya Garcia Jesus

2025-2026 Employment Agreement and Job Description_Deloya Garcia Jesus

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Deloya Garcia Jesus.pdf

☑ I acknowledge this document

X JesysDG 5/22/25 3:27:15 AM (CST)

Jesus Deloya Garcia
[7324]
172.59.160.117

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Jesus Deloya Garcia

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **Teacher Substitute**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: Hourly
Total Number of Work Days for Position: 198
School Calendar: 10.5 month

3. **Compensation**

The hourly pay for this position is **$37.00** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's

employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **Teacher Substitute**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher Substitute provides temporary classroom coverage when an assigned teacher is absent. The substitute is responsible for maintaining the established learning environment, following lesson plans, managing student behavior, and ensuring that classroom instruction continues effectively. Assignments may range from Transitional Kindergarten (TK) through High School and may be for morning (AM) or afternoon (PM) sessions, based on school needs.

The Teacher Substitute must demonstrate flexibility, professionalism, and adaptability in diverse classroom settings while supporting student learning and maintaining a safe and engaging environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional & Classroom Management

- Follow and implement the regular teacher's lesson plans to ensure continuity of instruction.
- Maintain a positive and structured classroom environment that fosters student engagement and respect.
- Use developmentally appropriate instructional strategies based on the assigned grade level (TK-12).
- Modify and adapt lessons as needed while ensuring that academic learning objectives are met.
- Supervise students in the classroom and during transitions, ensuring student safety at all times.
- Uphold and enforce school policies, rules, and behavior expectations.
- Utilize behavior management strategies to redirect, engage, and support student learning.

Student Assessment & Support

- Monitor and assess student progress during lessons and provide feedback as needed.
- Utilize differentiated instruction to support diverse learning needs.
- Ensure that students with IEPs and special accommodations receive appropriate instructional support.
- Respond to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.

Communication & Collaboration

- Maintain professional and timely communication with administration and staff.

- Report any student concerns, incidents, or behavioral challenges to the appropriate personnel.
- Communicate effectively and respectfully with students, parents, and colleagues.
- Cooperate with paraprofessionals, co-teachers, and support staff to enhance student learning.

Classroom & School Procedures

- Take accurate attendance and report absences according to school procedures.
- Ensure students stay on task and complete assigned classwork.
- Supervise and assist students during lunch, recess, and transitions, if applicable.
- Properly use prep periods for instructional planning when applicable.
- Leave detailed notes for the returning teacher regarding student progress and any classroom issues.

Professional Responsibilities

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Communicates with students and parents strictly on school/academic-related matters.
- Arrive on time and prepare for the assigned teaching period (AM or PM).
- Follow all school policies, procedures, and classroom protocols.
- Uphold professional ethics, confidentiality, and student privacy.
- Participate in faculty meetings, training sessions, or professional development, if required.
- Support school initiatives for a safe and healthy learning environment.
- Cooperate in the use and care of all equipment and materials.
- Maintain a clean and organized classroom environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education, Child Development, or a related field from an accredited institution. *(Required)*
- Valid California 30-Day Substitute Teaching Permit. *(Required)*

- One (1) year of experience working with students in a classroom setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Classroom management strategies for students of varying grade levels (TK-12).
- State and school curriculum standards for elementary, middle, and high school students.
- Child and adolescent development, including age-appropriate teaching methods.
- Behavior management techniques, including positive reinforcement and restorative practices.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Adapt quickly to different classroom settings and student needs.
- Effectively manage small and large groups of students.
- Follow lesson plans and maintain instructional flow.
- Communicate clearly and professionally with students, staff, and parents.

- Maintain confidentiality and demonstrate professionalism at all times.
- Supervise students during classroom instruction and non-instructional periods.
- Use technology for classroom instruction, grading, and student engagement.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills

required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Del Rivero Angelica

2025-2026 Employment Agreement and Job Description_Del Rivero Angelica

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Del Rivero Angelica.pdf

☑ I acknowledge this document

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ANGELICA DEL RIVERO [181]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Angelica Del Rivero

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.75
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Esteva, Elizabeth

2025-2026 Employment Agreement and Job Description_Esteva, Elizabeth

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

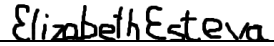
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them

Attachment: Esteva Elizabeth.pdf

☑ I acknowledge this document

X  6/23/25 7:21:23 PM (CST)

ELIZABETH Esteva
[197]
12.201.4.142

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Elizabeth Esteva

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Student Data Manager**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$92,800** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Student Data Manager**
FLSA Status:	**Exempt**
Reports to:	**Principal**
Supervises:	**Administrative Assistant, Office Coordinator, Registrar Specialist, and Student Data Specialist**

POSITION SUMMARY:

Under general direction, the Student Data Manager is responsible for the strategic oversight, accuracy, and compliance of student data management. This position ensures the integrity of student registration, attendance records, grading processes, and reporting, while also supervising front office staff to maintain an efficient and student-centered school environment.

The Student Data Manager serves as a key liaison between school leadership, staff, students, parents, and external agencies to ensure compliance with state regulations and school policies. The role involves data analysis, reporting, process improvement, and administrative leadership to enhance school operations.

This position requires independent judgment, strategic decision-making, and supervisory oversight of student data systems, enrollment processes, and attendance tracking to support the school's academic and administrative goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Organizational Leadership & School Operations

- Provide leadership and strategic direction for student data management and front office operations.
- Supervise and mentor front office staff (Administrative Assistant, Office Coordinator, Registrar Specialist), ensuring an efficient and professional school environment.
- Develop and implement school-wide policies and procedures for student data collection, attendance tracking, and compliance.
- Foster a school culture that aligns with the school's vision, mission, and values, ensuring a positive and respectful environment for students, staff, and families.
- Collaborate with school leadership and administration to develop and implement attendance policies and student record-keeping systems.
- Ensure compliance with all legal regulations related to student data management, including cumulative files (CUM), attendance laws, and reporting requirements.

Student Data Management & Compliance

- Oversee the collection, entry, auditing, and reporting of student data, ensuring accuracy, validity, and compliance with state and school policies.
- Manage and maintain student information systems (SIS), ensuring accurate entry of demographic data, enrollment, grades, and attendance records.
- Develop and oversee grading policies and processes, including scan sheet processing, grade verification, report card distribution, and grade change procedures.
- Audit and correct discrepancies in student data, ensuring data integrity for reporting and compliance.
- Generate and analyze student attendance reports to identify trends and implement intervention strategies.
- Prepare and submit monthly attendance reports (P1 & P2) and other required state-mandated reports.
- Ensure adherence to quarterly grade submission policies and oversee procedures related to student grades, transcripts, and academic records.
- Supervise the beginning and end-of-quarter/school year procedures, including student enrollment, drops, data audits, and scheduling adjustments for both High School & Dual Language Academy.
- Coordinate and manage compliance for student enrollment, attendance policies, and intervention processes, ensuring adherence to local and state regulations.

Attendance & Enrollment Oversight

- Oversee the student registration and enrollment process, ensuring all documentation is accurate and up to date.
- Develop and implement attendance policies and review procedures, collaborating with administrators to reduce truancy and chronic absenteeism.
- Manage parent communication regarding absences, working closely with families to ensure accurate attendance reporting.
- Monitor and verify teacher attendance records, ensuring compliance with school policies.
- Ensure the proper filing and documentation of student records, including teacher rosters, attendance sheets, and verification letters.
- Proactively resolve issues related to student registration, data discrepancies, and attendance tracking.
- Writes excuse slips in the Student Absent Tracking sheet.
- Assists with providing school administrators with regular student attendance reports.
- Proactively resolves registration and attendance process issues.
- Writes student verification letters.
- Creates ESL student schedules.
- Coordinates the grading process, including the processing of scan sheets, verification and correction of grades, and prints and distributions of report cards.
- Collaborates with school administrators to develop and implement school attendance review policy.
- Ensures compliance with all legal regulations (i.e., CUM files, attendance, etc.).

Supervision & Front Office Management

- Supervise and provide leadership to the front office team, ensuring efficient operations and excellent customer service.
- Oversee front office procedures, including student check-in/check-out, parent inquiries, and school communications.
- Ensure the confidentiality and security of student records in compliance with FERPA regulations.
- Develop and implement systems to streamline office workflows and improve efficiency.
- Provide training and support to office staff on data entry, attendance tracking, and compliance procedures.

Other

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Associate of Arts degree (or actively pursuing) in Education, Business Management, or a related field from an accredited institution. *(Required)*
- Two (2) years of experience in a school setting and or administrative experience. *(Required)*
- Experience with student data management, school operations, and compliance reporting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- State and school attendance regulations, policies, and procedures.

- Student information systems (SIS) and data management best practices.
- FERPA compliance and confidentiality requirements.
- School operations, front office administration, and student services.
- Data analysis, report generation, and compliance documentation.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Lead and supervise front office staff, fostering a professional and efficient work environment.
- Develop, implement, and oversee data management policies and procedures.
- Analyze student attendance and enrollment data, identifying trends and recommending solutions.
- Ensure compliance with local, state, and federal regulations related to student records and attendance.
- Collaborate with school administrators and staff to improve student data accuracy and streamline operations.
- Communicate effectively with students, families, school staff, and external agencies.
- Use independent judgment and problem-solving skills to address student data and attendance challenges.
- Maintain confidentiality and ensure the security of student records.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 75% sitting, 10% walking, and 15% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
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Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

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2025-2026 EA and JD_Fajardo, Sandra

2025-2026 Employment Agreement and Job Description_Fajardo, Sandra

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Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Fajardo Sandra.pdf

☑ I acknowledge this document

X Sandra Fajardo 5/14/25 12:14:50 PM (CST)

SANDRA LUZ FAJARDO [106]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Sandra Fajardo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Flores, Miriam

2025-2026 Employment Agreement and Job Description_Flores, Miriam

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Flores Miriam.pdf

☑ I acknowledge this document

X

5/13/25 5:19:54 PM (CST)

Miriam Flores [6943]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Miriam Flores

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$81,156.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Garcia, Jose

2025-2026 Employment Agreement and Job Description_Garcia, Jose

Please download the following document and acknowledge you have read it.

Attachment: Garcia Jose.pdf

☑ I acknowledge this document

X Jose Garcia 6/04/25 1:29:09 PM (CST)

Jose Garcia [2042]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Jose Garcia

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Facilities and Technology Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified Nonexempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$36.06** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Facilities & Technology Specialist**
FLSA Status: **Nonexempt**
Classification: **Classified**
Reports to: **Business Manager**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Facilities & Technology Specialist plays a key role in maintaining campus facilities and technology infrastructure. This position is responsible for ensuring campus safety, preventive maintenance, and landscaping while also supporting IT operations to enhance learning and staff productivity.

The Facilities & Technology Specialist collaborates with school leadership to plan and oversee facility projects, manage third-party vendors, and ensure compliance with safety and environmental regulations. In the technology domain, they provide IT support, troubleshoot system errors, and manage technology assets, ensuring staff and students have the tools they need for success.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Facilities Management

- Ensures campus safety and compliance with all facility-related regulations.
- Maintains inventory of supplies, materials, and equipment, including furniture and keys.
- Collaborates with the Business Manager and the Executive Director to allocate office space efficiently.
- Oversees third-party vendors (e.g., landscaping, pest control, alarm system, etc.).
- Manages the Integrated Pest Management System as the primary point of contact.
- Assist in fire, safety, and security systems management.
- Maintains custodial, maintenance, and emergency preparedness inventory.
- Works with the Business Manager to oversee construction, renovations, and maintenance projects.
- Plans and executes site space modification to improve functionality.
- Assists in developing the annual facility budget, covering office services, building maintenance, and facility expansion.
- Serves as the primary contact for facility maintenance requests and coordinates with Campus Security and Custodians.
- Provides support to the Campus Security and Custodians ensuring campus cleanliness and safety regarding the facility.
- Ensures legal compliance with inspections and maintenance regulations.
- Responds to urgent maintenance issues and participates in emergency preparedness planning.

- Monitors repairs and maintenance related to:
    - Electrical, mechanical, and plumbing systems
    - Carpentry and painting
    - HVAC and equipment maintenance
- Supports school events by setting up and maintaining facilities.
- Collaborates on incident reports related to student, liability, or property concerns.

Operations & Risk Management

- Assist in developing and managing a school parking system.
- Serves as the second point of contact for liability and property incident.
- Provides guidance on risk management procedures related to students, liability, and property safety.
- Ensures compliance with school safety regulations, including School Safety Plan development.

Technology Support & IT Management

- Maintains an inventory of all technology assets, ensuring accurate tracking.
- Maintains an inventory of all technology assets, ensuring accurate tracking.
- Manages and administers instructional software, including:
    - NoRedInk, Newsela, Naiku
    - HeadSprout, Raz-Kids Learning A-Z
    - Benchmark-Advance, Benchmark-Adelante
- Provides daily IT support for:
    - Landlines, cell phones, radios
    - Projectors, copiers, printers
    - Laptops, desktops, Chromebooks, iPads
- Serves as the on-site IT contact, managing IT assets and troubleshooting technical issues.
- Supports staff and students with hardware and software concerns.
- Collaborates with Business Manager, Instructional Leaders, and Teachers to implement educational technology initiatives.
- Manages and troubleshoots printers, computers, internet service, and digital tools.
- Oversees device inventory, ensuring staff sign contracts before receiving technology.
- Installs and updates computer software and hardware as needed.
- Anticipates technology upgrade needs and reports outdated equipment for replacement.
- Provides technology training to staff and students as needed.
- Maintains Chromebook carts and tracks repair/maintenance logs.
- Ensures all electrical and IT safety standards are met.
- Manages classroom technology, including projectors and document cameras.
- Provides support for Google Suite applications, including Google Classroom.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.

- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Minimum of three (3) years of facilities management experience. *(Required)*
- Minimum of three (3) years of IT support/technology experience. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Health and safety regulations related to school facilities.
- Project management principles for overseeing facility maintenance and technology initiatives.
- Basic IT troubleshooting and support for hardware, software, and network issues.
- Preventive maintenance procedures for buildings and grounds.
- Vendor management and contract oversight.
- Risk management and emergency preparedness protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.

- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Identify, diagnose, and resolve facility and technology issues.
- Communicate effectively with staff, vendors, and external stakeholders.
- Ensure compliance with regulations related to facilities, safety, and IT security.
- Use project management tools to track progress and resource allocation.
- Train staff and students in technology use and safety protocols.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects;

chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Garcia Barnett, Luis

2025-2026 Employment Agreement and Job Description_Garcia Barnett, Luis

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Garcia Barnett Luis.pdf

☑ I acknowledge this document

X Luis E. Gacia Barnett 8/06/25 3:38:56 PM (CST)

Luis Garcia Barnett
[8447]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Luis Garcia Barnett

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher Substitute**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: Hourly
Total Number of Work Days for Position: 198
School Calendar: 10.5 month

3. **Compensation**

The hourly pay for this position is **$37**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be

affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in

no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher Substitute**
FLSA Status:	**Nonexempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher Substitute provides temporary classroom coverage when an assigned teacher is absent. The substitute is responsible for maintaining the established learning environment, following lesson plans, managing student behavior, and ensuring that classroom instruction continues effectively. Assignments may range from Transitional Kindergarten (TK) through High School and may be for morning (AM) or afternoon (PM) sessions, based on school needs.

The Teacher Substitute must demonstrate flexibility, professionalism, and adaptability in diverse classroom settings while supporting student learning and maintaining a safe and engaging environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional & Classroom Management

- Follow and implement the regular teacher's lesson plans to ensure continuity of instruction.
- Maintain a positive and structured classroom environment that fosters student engagement and respect.
- Use developmentally appropriate instructional strategies based on the assigned grade level (TK-12).
- Modify and adapt lessons as needed while ensuring that academic learning objectives are met.
- Supervise students in the classroom and during transitions, ensuring student safety at all times.
- Uphold and enforce school policies, rules, and behavior expectations.
- Utilize behavior management strategies to redirect, engage, and support student learning.

Student Assessment & Support

- Monitor and assess student progress during lessons and provide feedback as needed.
- Utilize differentiated instruction to support diverse learning needs.
- Ensure that students with IEPs and special accommodations receive appropriate instructional support.
- Respond to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.

Communication & Collaboration

- Maintain professional and timely communication with administration and staff.

- Report any student concerns, incidents, or behavioral challenges to the appropriate personnel.
- Communicate effectively and respectfully with students, parents, and colleagues.
- Cooperate with paraprofessionals, co-teachers, and support staff to enhance student learning.

Classroom & School Procedures

- Take accurate attendance and report absences according to school procedures.
- Ensure students stay on task and complete assigned classwork.
- Supervise and assist students during lunch, recess, and transitions, if applicable.
- Properly use prep periods for instructional planning when applicable.
- Leave detailed notes for the returning teacher regarding student progress and any classroom issues.

Professional Responsibilities

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Communicates with students and parents strictly on school/academic-related matters.
- Arrive on time and prepare for the assigned teaching period (AM or PM).
- Follow all school policies, procedures, and classroom protocols.
- Uphold professional ethics, confidentiality, and student privacy.
- Participate in faculty meetings, training sessions, or professional development, if required.
- Support school initiatives for a safe and healthy learning environment.
- Cooperate in the use and care of all equipment and materials.
- Maintain a clean and organized classroom environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education, Child Development, or a related field from an accredited institution. *(Required)*

- Valid California 30-Day Substitute Teaching Permit. *(Required)*
- One (1) year of experience working with students in a classroom setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Classroom management strategies for students of varying grade levels (TK-12).
- State and school curriculum standards for elementary, middle, and high school students.
- Child and adolescent development, including age-appropriate teaching methods.
- Behavior management techniques, including positive reinforcement and restorative practices.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Adapt quickly to different classroom settings and student needs.
- Effectively manage small and large groups of students.
- Follow lesson plans and maintain instructional flow.

- Communicate clearly and professionally with students, staff, and parents.
- Maintain confidentiality and demonstrate professionalism at all times.
- Supervise students during classroom instruction and non-instructional periods.
- Use technology for classroom instruction, grading, and student engagement.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Garcia Esteva, Ivan

2025-2026 Employment Agreement and Job Description_Garcia Esteva, Ivan

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Garcia Esteva Ivan.pdf

☑ I acknowledge this document

X *Ivan Garcia* 6/30/25 10:10:38 AM (CST)

Ivan Garcia Esteva
[7242]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ivan Garcia Esteva

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Strategic Programs & Grant Manager**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12-Months

3. **Compensation**

The annual compensation for this position shall be **$92,800**, to be paid semi-monthly over twenty-four (24) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Strategic Programs & Grant Manager**
FLSA Status:	**Exempt**
Classification:	**Classified**
Reports to:	**Executive Director**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Strategic Programs & Grant Manager serves as a key strategic partner to the Executive Director, leading the coordination and implementation of high-priority programs and initiatives across the organization. This role also manages programs and grants that advance the school's mission, reputation, and influence. The position bridges internal strategy, external engagement, and grant management, enhancing the Executive Director's capacity to lead innovation and impact.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Strategic Program Management

- Coordinate the planning, execution, and progress tracking of major strategic programs and initiatives.
- Develop work plans, trackers, and communications to support initiative alignment and accountability.
- Collaborate with Directors and Managers across departments to ensure initiatives are integrated, resourced, and on track.
- Identify risks or misalignments and elevate recommendations to the Executive Director.
- Document outcomes, learnings, and future recommendations to support ongoing organizational growth.

Strategic Partnerships & Grant Management

- Manage key external relationships with school districts, higher education partners, funders, and community organizations.
- Serve as liaison and project coordinator for collaborative efforts with external partners.
- Prepare presentations, reports, talking points, and other deliverables for meetings and engagements.
- Track follow-ups, timelines, and commitments related to external strategic initiatives.
- Represent the school positively in external settings and serve as a steward of its mission and values.

Executive Leadership Support

- Support the ED's leadership development and capacity-building efforts by tracking outcomes, defining metrics, and developing materials.
- Support the Executive Director with leadership team coordination, planning, and strategic communications.
- Partner with the Executive Director on culture-building, internal communication, and leadership development activities.
- Help translate vision into actionable steps through cross-functional collaboration.

Other

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Nonprofit Management or related field from an accredited institution. *(High Preferred)*
- Minimum of three (3) years in Nonprofit Management or Education. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Strong relationship-building across diverse internal and external stakeholders.
- High discretion, diplomacy, and integrity.
- Commitment to mission-driven work and organizational values.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 50% sitting, 30% walking, and 20% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Gil Ayala, Maria Teresa

2025-2026 Employment Agreement and Job Description_Gil Ayala, Maria Teresa

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Gil Ayala Maria Teresa.pdf

☑ I acknowledge this document

X Maria Teresa Gil Ayala 6/04/25 5:55:24 PM (CST)

Maria Gil Ayala [6358]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Maria Teresa Gil Ayala

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Administrative Assistant**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$27.09** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Administrative Assistant**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Student Data Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Administrative Assistant performs a diverse range of clerical duties to support functions and programs within the assigned site or department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Performs routine clerical tasks such as filing, tracking, and recording information.
- Sorts and files documents and records, maintaining alphabetical index and cross-reference files.
- Acts as a receptionist, answering phones and assisting visitors.
- Schedules meetings, inspections, and appointments.
- Receives, sorts, and distributes incoming and outgoing correspondence and mail.
- Makes referrals to services and programs available at the school.
- Receives, issues, and processes various applications, enrollment forms, and other forms.
- Maintains and updates mailing lists.
- Enters and processes data, proofreads documents, and operates office equipment.
- Maintains spreadsheets, databases, and automated systems.
- Conducts research and coordinates record-keeping.
- Assist in preparing for meetings, presentations, and events.
- Builds and maintains positive working relationships with co-workers and the public using principles of good customer service.
- Processes documents, forms, mailings, and materials (e.g., requests, bus passes, etc.) to disseminate information.
- Maintain information on departmental intranet or school website pages.
- Evaluates situations (e.g., involving other staff, students, parents, the public, police, probation department, etc.) and take appropriate action or refer to relevant personnel.
- Verify attendance records for Dual Language and High School Youth academies by calling families to confirm if absences are excused or not excused.
- Provide students with tardy passes.
- Assist with COVID-19 testing and record keeping.
- Transfer excuse slips on PowerSchool.
- Record absent students on the Student Absent Tracking Sheet.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Associate of Arts degree in Education or related field from an accredited institution. *(Highly Preferred)*
- High School Diploma or 48 unit credits from an accredited institution. *(Highly Preferred)*
- Minimum of one (1) year in administration, preferably in a school setting. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- School programs offered by Escuela Popular.
- School policies and practices with regard to person and property safety, visitors on campus, and student code of conduct and discipline.
- Master Class Schedule, Bell Schedule, and school/student calendar.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.

- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Operate office equipment such as computers, including software, information systems, phones, copiers, etc.
- Provide exceptional customer service to both internal and external individuals.
- Perform a variety of responsible clerical duties in support of department operations, including but not limited to maintenance of appropriate records and preparation of general reports.
- Sit at a desk and/or stand at a counter for long periods of time.
- Intermittently twist and reach for office equipment.
- Learn services and resources available to students, parents, and Staff.
- Type at a speed necessary for successful job performance.
- Learn the organization, procedures, and operations of the site or Program as necessary to assume assigned responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 80% sitting, 5% walking, and 15% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to [**#**] pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Gonzalez Moreno, Claudia upda

2025-2026 Employment Agreement_Gonzalez Moreno, Claudia (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Claudia Gonzalez Moreno.pdf

☑ I acknowledge this document

X Claudia I. Gonzalez Moreno. 9/29/25 7:25:01 PM (CST)

CLAUDIA ISABEL GONZALEZ MORENO
[349]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Claudia I. Gonzalez Moreno

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$40.94,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Gutierrez, Maria

2025-2026 Employment Agreement and Job Description_Gutierrez, Maria

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Gutierrez Maria De Jesus.pdf

☑ I acknowledge this document

X MJG 5/15/25 7:29:53 PM (CST)

MARIA GUTIERREZ
[203]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Maria De Jesus Gutierrez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.75
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Gutierrez Aguilar, Edith (new)

2025-2026 Employment Agreement_Gutierrez Aguilar, Edith (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Edith Gutierrez Aguilar.pdf

☑ I acknowledge this document

X Edith Gutierrez Aguilar 9/29/25 5:18:53 PM (CST)

EDITH GUTIERREZ AGUILAR [91]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Edith Gutierrez Aguilar

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$41.26,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Gutierrez Eliseo G

2025-2026 Employment Agreement and Job Description_Gutierrez Eliseo G

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Gutierrez G Eliseo.pdf

☑ I acknowledge this document

X Eliseo Gutierrez Gomez 6/09/25 11:52:31 AM (CST)

ELISEO GUTIERREZ
[406]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Eliseo G Gutierrez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Custodian**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$31.37** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Custodian**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Custodian is responsible for maintaining the cleanliness, safety, and overall upkeep of school buildings and facilities. This includes performing routine custodial duties, ensuring a sanitary and organized environment, and promptly reporting maintenance and repair needs. Additionally, the Custodian supports school operations by assisting with event setups, security tasks, and other related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Custodial Responsibilities

- Cleans and sanitizes classrooms, offices, restrooms, hallways, and common areas.
- Sweeps, scrubs, mops, strips, and waxes floors; vacuums, carpets, and rugs.
- Washes windows, chalkboards, counters, and walls; cleans window coverings and blinds.
- Polishes furniture and woodwork to maintain a well-kept appearance.
- Cleans and disinfects restrooms, kitchens, and eating areas.
- Cleans and maintains drinking fountains.
- Empties and cleans waste receptacles and disposes of trash properly.
- Picks up debris from school grounds, walkways, and surrounding areas.
- Washes eating areas as directed; makes emergency cleanups in the cafeteria.
- Maintains custodial supplies and equipment in working order; maintains adequate inventory of supplies, materials, and equipment for the assigned facility.

Facility Maintenance & Security

- Moves and arranges furniture and equipment as needed.
- Sets up and prepares classrooms, meeting rooms, and other school facilities for events.
- Assists with the setup and cleaning of cafeteria areas for breakfast and lunch.
- Performs security checks, including locking/unlocking doors and gates.
- Assists in ensuring that unauthorized animals are escorted off school grounds.

Student Supervision Support

- Assists in supervising TK-8th grade students during recess, lunch, arrival, and dismissal times as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Highly Preferred)*
- Minimum of one (1) year of experience in custodial work, preferably in a school setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Proper cleaning methods, materials, and equipment.
- Safe working procedures and best practices in custodial work.
- Requirements for maintaining school facilities in a safe, clean, and orderly condition.
- Proper security procedures, including locking and unlocking facilities.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Follow cleaning schedules and procedures efficiently.
- Identify and report maintenance and repair needs.
- Maintain inventory of custodial supplies and restock as needed.
- Assist with student supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 60 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes) Continuously: 67% - 100% (greater than 6 hours)
Occasionally: 11% - 33% (up to 3.0 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. These physical standards are generic in nature and tasks may vary dependent on school site or specialized site assignment. The information contained in this physical standards description is for compliance with the American With Disability Act and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties as assigned.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Hernandez, Ma Guadalupe

2025-2026 Employment Agreement and Job Description_Hernandez, Ma Guadalupe

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Hernandez Ma Guadalupe.pdf

☑ I acknowledge this document

X 5/19/25 1:54:03 PM (CST)

Ma Hernandez [4471]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ma Guadalupe Hernandez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Assessment Proctor** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.75
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**25.92**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Assessment Proctor**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Assessment Specialist**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Assessment Proctor performs a variety of technical, administrative, and record-keeping duties to support assessment testing. This includes managing data, maintaining records, and ensuring the smooth administration of assessments. The Proctor also creates a safe and orderly testing environment by explaining test rules, verifying permitted materials, setting up test rooms, and tracking attendance.

This position requires flexibility to work a split shift to accommodate testing for both AM and PM high school programs as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Administering and monitoring assessment tests in accordance with established procedures.
- Managing and maintaining data related to State and District Assessments.
- Inputting, updating, and extracting student information using computer systems and maintaining automated databases and records.
- Preparing and maintaining reports, records, and files related to assessment activities, test results, and workshops.
- Assisting in the preparation of Pre-identification booklets and other testing materials by compiling student demographic information.
- Assists in coordinating and attending meetings and workshops as assigned.
- Monitoring inventory levels of testing materials and placing orders as needed.
- Communicating with school leadership, parents, and external agencies to exchange information and resolve issues.
- Serves as a resource to staff and students regarding assessment policies, procedures, timelines, and requirements.
- Maintains confidentiality of student records and test-related information.
- Supporting other clerical duties as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.

- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Minimum of one (1) year of experience in test assessment or similar function. *(High Preferred)*
- CPR Certification. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Standardized testing procedures and security protocols.
- Basic record-keeping and data entry.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.

- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Follow detailed testing protocols and maintain test security.
- Verify and manage student information accurately.
- Assist with clerical duties as needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 50% walking, and 30% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Hernandez, Maria G.

2025-2026 Employment Agreement and Job Description_Hernandez, Maria G.

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Hernandez Maria.pdf

☑ I acknowledge this document

X 5/19/25 3:37:37 PM (CST)

Maria Hernandez
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Maria G. Hernandez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$102,807.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
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WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Hernandez, Marisol

2025-2026 Employment Agreement and Job Description_Hernandez, Marisol

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Hernandez Marisol.pdf

☑ I acknowledge this document

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MARISOL HERNANDEZ
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Marisol Hernandez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**33.02**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Hernandez Gonzales, Ariadna

2025-2026 Employment Agreement and Job Description_Hernandez Gonzales, Ariadna

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Hernandez Ariadna.pdf

☑ I acknowledge this document

X

5/20/25 1:45:25 AM (CST)

Ariadna Hernandez Gonzalez [8559]
73.241.3.153

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ariadna Hernandez Gonzalez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **Teacher Substitute** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:Hourly
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**37.00**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's

employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Teacher Substitute**
FLSA Status:	**Nonexempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher Substitute provides temporary classroom coverage when an assigned teacher is absent. The substitute is responsible for maintaining the established learning environment, following lesson plans, managing student behavior, and ensuring that classroom instruction continues effectively. Assignments may range from Transitional Kindergarten (TK) through High School and may be for morning (AM) or afternoon (PM) sessions, based on school needs.

The Teacher Substitute must demonstrate flexibility, professionalism, and adaptability in diverse classroom settings while supporting student learning and maintaining a safe and engaging environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional & Classroom Management

- Follow and implement the regular teacher's lesson plans to ensure continuity of instruction.
- Maintain a positive and structured classroom environment that fosters student engagement and respect.
- Use developmentally appropriate instructional strategies based on the assigned grade level (TK-12).
- Modify and adapt lessons as needed while ensuring that academic learning objectives are met.
- Supervise students in the classroom and during transitions, ensuring student safety at all times.
- Uphold and enforce school policies, rules, and behavior expectations.
- Utilize behavior management strategies to redirect, engage, and support student learning.

Student Assessment & Support

- Monitor and assess student progress during lessons and provide feedback as needed.
- Utilize differentiated instruction to support diverse learning needs.
- Ensure that students with IEPs and special accommodations receive appropriate instructional support.
- Respond to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.

Communication & Collaboration

- Maintain professional and timely communication with administration and staff.

- Report any student concerns, incidents, or behavioral challenges to the appropriate personnel.
- Communicate effectively and respectfully with students, parents, and colleagues.
- Cooperate with paraprofessionals, co-teachers, and support staff to enhance student learning.

Classroom & School Procedures

- Take accurate attendance and report absences according to school procedures.
- Ensure students stay on task and complete assigned classwork.
- Supervise and assist students during lunch, recess, and transitions, if applicable.
- Properly use prep periods for instructional planning when applicable.
- Leave detailed notes for the returning teacher regarding student progress and any classroom issues.

Professional Responsibilities

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Communicates with students and parents strictly on school/academic-related matters.
- Arrive on time and prepare for the assigned teaching period (AM or PM).
- Follow all school policies, procedures, and classroom protocols.
- Uphold professional ethics, confidentiality, and student privacy.
- Participate in faculty meetings, training sessions, or professional development, if required.
- Support school initiatives for a safe and healthy learning environment.
- Cooperate in the use and care of all equipment and materials.
- Maintain a clean and organized classroom environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education, Child Development, or a related field from an accredited institution. *(Required)*

- Valid California 30-Day Substitute Teaching Permit. *(Required)*
- One (1) year of experience working with students in a classroom setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Classroom management strategies for students of varying grade levels (TK-12).
- State and school curriculum standards for elementary, middle, and high school students.
- Child and adolescent development, including age-appropriate teaching methods.
- Behavior management techniques, including positive reinforcement and restorative practices.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Adapt quickly to different classroom settings and student needs.
- Effectively manage small and large groups of students.
- Follow lesson plans and maintain instructional flow.

- Communicate clearly and professionally with students, staff, and parents.
- Maintain confidentiality and demonstrate professionalism at all times.
- Supervise students during classroom instruction and non-instructional periods.
- Use technology for classroom instruction, grading, and student engagement.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Herrea, Lucero

2025-2026 Employment Agreement and Job Description_Herrea, Lucero

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Herrera Lucero.pdf

☑ I acknowledge this document

X *Lucy Herrera* 5/19/25 3:19:22 PM (CST)

Lucy Herrera [8355]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Lucero Herrera

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **Assessment Proctor Substitute** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.25
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**20.52**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's

employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **Assessment Proctor Substitute**
FLSA Status: **Nonexempt**
Reports to: **Assessment Specialist**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Substitute Assessment Proctor supports the administration of assessment tests on an as-needed basis. Responsibilities include monitoring test sessions, ensuring compliance with testing procedures, maintaining records, and creating a secure and organized testing environment.

This position is on-call and requires flexibility to work split shifts for morning and evening testing sessions as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Administers and monitors assessment tests following established protocols.
- Ensures test security and compliance with assessment guidelines.
- Verifies student identification and permitted materials before testing.
- Sets up and organizes testing rooms to ensure a distraction-free environment.
- Tracks student attendance during testing sessions.
- Assists with the distribution, collection, and secure handling of testing materials.
- Maintains confidentiality of student records and assessment data.
- Provides instructions and clarifications to students regarding test procedures.
- Supports test-related clerical duties, including data entry and record-keeping.
- Reports testing irregularities or technical issues to the Assessment Specialist.
- Assists in preparing Pre-identification booklets and student demographic records.
- Attends training sessions as required.
- Maintains confidentiality in test-taking and student records.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.

- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Minimum of one (1) year of experience in test administration, clerical work, or a related field. *(High Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Standardized testing procedures and security protocols.
- Basic record-keeping and data entry.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.

- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work on an on-call basis with a flexible schedule.
- Follow detailed testing protocols and maintain test security.
- Verify and manage student information accurately.
- Assist with clerical duties as needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMAND

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 50% walking, and 30% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Jaimes, Nayely

2025-2026 Employment Agreement and Job Description_Jaimes, Nayely

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Jaimes Nayely.pdf

☑ I acknowledge this document

X Nayely Jaimes 6/03/25 5:42:11 PM (CST)

Nayely Jaimes [8709]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Nayely Jaimes

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Business Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified Nonexempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$34.16** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Business Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classification**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Business Specialist ensures accurate and timely processing of accounts payable, maintains financial records, and supports staff with financial matters such as budget management, cash handling, and invoice approvals. The role includes managing on-site financial tasks, coordinating procurements, and ensuring compliance with financial procedures while upholding the confidentiality of all financial matters.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Maintain high standards of accuracy in managing financial processes, including tracking budget expenditures, revenue, taxes, etc.
- Establish and maintain procedures for logging and tracking expenditures to ensure alignment with approved budgets.
- Manage on-site financial processes, including bill payments, credit card management, employee reimbursements, and purchase orders.
- Collaborate with back-office support to provide accurate and timely financial data.
- Managing fundraisers, ensuring effective financial management.
- Research, negotiate, and implement cost-saving measures for school operations (e.g., business operations, facilities, insurance, vendor contracts, etc.).
- Develop and maintain relationships with banks, partners, and vendors to ensure proper adherence to financial protocols.
- Coordinate procurements of goods and services, including managing bids when necessary.
- Track donations and generate acknowledgment letters for contributors.
- Assist in preparing documents for the annual audit.
- Ensure strict confidentiality when handling all school financial matters.
- Handles school-wide purchases.
- Process accounts payable, cash handling, and credit card reconciliations in collaboration with the back-office.
- Reconcile processed work by verifying entries and comparing the system to balances.
- Ensure vendors are paid on time, taking advantage of discount opportunities, resolving outstanding memos, and issuing stop-payment or purchase order amendments.
- Collects and processes purchase requests and deposits.
- Manage procurement and inventory of supplies, materials, and equipment.

- Promotes the school through positive relations with the community, business parents, and students.
- Manage logistics for mail, shipments, and other services such as FedEx and USPS.
- Picking up bus passes.
- Coordinate food orders for school meetings and events, including placing and tracking orders as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Accounting, Finance, or Business Administration or related field from an accredited institution. *(High Preferred)*
- Associate of Arts degree in Accounting, Finance, or Business Administration or related field from an accredited institution. *(Required)*
- Minimum of three (3) years of experience in accounting, finances, business administration, or a closely related field. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.

- Budget tracking expense monitoring.
- Accounts payable and vendor relationship management.
- General math skills and data entry best practices.
- Effective customer service skills.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 80% sitting, 10% walking, and 10% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

Occasionally: 11% - 33% (up to 3.0 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Kinne, Michael

2025-2026 Employment Agreement and Job Description_Kinne, Michael

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Kinne Michael.pdf

☑ I acknowledge this document

X *Michael Kinne* 5/15/25 1:14:32 PM (CST)

Michael Kinne [375]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Michael J. Kinne

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$102,807.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Lopez, Guadalupe

2025-2026 Employment Agreement and Job Description_Lopez, Guadalupe

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

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Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Lopez E Guadalupe.pdf

☑ I acknowledge this document

X GuadalupeLope 6/04/25 3:55:43 PM (CST)

GUADALUPE LOPEZ
[222]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Guadalupe E Lopez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Custodian**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$31.37** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

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The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

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The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

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Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

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4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Custodian**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Custodian is responsible for maintaining the cleanliness, safety, and overall upkeep of school buildings and facilities. This includes performing routine custodial duties, ensuring a sanitary and organized environment, and promptly reporting maintenance and repair needs. Additionally, the Custodian supports school operations by assisting with event setups, security tasks, and other related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Custodial Responsibilities

- Cleans and sanitizes classrooms, offices, restrooms, hallways, and common areas.
- Sweeps, scrubs, mops, strips, and waxes floors; vacuums, carpets, and rugs.
- Washes windows, chalkboards, counters, and walls; cleans window coverings and blinds.
- Polishes furniture and woodwork to maintain a well-kept appearance.
- Cleans and disinfects restrooms, kitchens, and eating areas.
- Cleans and maintains drinking fountains.
- Empties and cleans waste receptacles and disposes of trash properly.
- Picks up debris from school grounds, walkways, and surrounding areas.
- Washes eating areas as directed; makes emergency cleanups in the cafeteria.
- Maintains custodial supplies and equipment in working order; maintains adequate inventory of supplies, materials, and equipment for the assigned facility.

Facility Maintenance & Security

- Moves and arranges furniture and equipment as needed.
- Sets up and prepares classrooms, meeting rooms, and other school facilities for events.
- Assists with the setup and cleaning of cafeteria areas for breakfast and lunch.
- Performs security checks, including locking/unlocking doors and gates.
- Assists in ensuring that unauthorized animals are escorted off school grounds.

Student Supervision Support

- Assists in supervising TK-8th grade students during recess, lunch, arrival, and dismissal times as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Highly Preferred)*
- Minimum of one (1) year of experience in custodial work, preferably in a school setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Proper cleaning methods, materials, and equipment.
- Safe working procedures and best practices in custodial work.
- Requirements for maintaining school facilities in a safe, clean, and orderly condition.
- Proper security procedures, including locking and unlocking facilities.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Follow cleaning schedules and procedures efficiently.
- Identify and report maintenance and repair needs.
- Maintain inventory of custodial supplies and restock as needed.
- Assist with student supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 60 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. These physical standards are generic in nature and tasks may vary dependent on school site or specialized site assignment. The information contained in this physical standards description is for compliance with the American With Disability Act and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties as assigned.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Lopez Mata, Yesenia

2025-2026 Employment Agreement_Lopez Mata, Yesenia Rocio (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Yesenia Rocio Lopez Mata.pdf

☑ I acknowledge this document

X Yesenia Lopez Mata 9/29/25 11:55:13 AM (CST)

Yesenia Lopez Mata
[4592]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Yesenia Rocio Lopez Mata

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$27.49,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Luna Arguello Abraham_updated

2025-2026 Employment Agreement and Job Description_Luna Arguello Abraham_updated

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Luna Arguello Abraham.pdf

☑ I acknowledge this document

X

6/24/25 4:32:29 PM (CST)

Abraham Luna Arguello [6359]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Abraham Luna Arguello

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Campus Security / Facilities**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Work Days for Position: 243
School Calendar: 12-Months

3. **Compensation**

The hourly pay for this position is **$32.78**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Campus Security / Facilities**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Business Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Campus Security / Facilities is responsible for maintaining a safe and secure school environment by enforcing campus safety protocols, monitoring facilities, and responding to emergencies. This position plays a critical role in preventing unauthorized access, deterring unsafe behavior, and supporting school administration in safety-related matters. The Campus Security / Facilities works collaboratively with school leadership, staff, and local safety officials to ensure the well-being of students, staff, and visitors. The Campus Security / Facilities provides direction to Campus Supervisors to ensure a safe campus. This role demands a high level of professionalism, discretion, vigilance, and the ability to respond quickly and effectively to incidents.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Campus Security Officer

- Patrols school buildings, grounds, and parking areas to ensure safety and detect signs of unauthorized access, vandalism, or unsafe behavior.
- Enforces school rules related to prohibited items (e.g., weapons, drugs, tobacco, alcohol) and dress code violations.
- Monitors entrances, exits, and perimeters to control visitor access and ensure proper identification and students during breaks.
- Escorts unauthorized individuals off campus as needed.
- Assists administrators in maintaining a safe learning environment by promptly addressing potential threats or disruptions.
- Intervenes in verbal or physical altercations using approved de-escalation techniques and notifies administration and/or authorities.
- Responds promptly to emergencies, including lockdowns, fire drills, medical incidents, or evacuation procedures.
- Assists in the implementation of emergency preparedness plans.
- Coordinate with local law enforcement or emergency services when required.
- Documents incidents in detailed written reports and submits them to administrators.

- Assists in opening and closing procedures, including unlocking/locking gates, setting/disarming alarms, and securing facilities, including Alum Rock Youth Center.
- Supports event security during after-hours or weekend school functions.
- Reports facility safety concerns or maintenance hazards to the appropriate department.
- Maintains confidentiality regarding student records, disciplinary actions, and safety matters.
- Help the facilities department with setup, breakdown, and maintenance tasks for school events and activities.
- Assists with the assembly of equipment and furniture.
- Assists with annual cleaning and maintenance of the facility.
- Participates in various activities (e.g., staff meetings, safety, training, professional development, etc.) for the purpose of receiving and conveying information.
- Collaborates with nearby schools and local safety personnel to stay informed about community safety trends.

Facilities Support

- Supports school events by setting up and maintaining facilities.
- Supports annual spring cleaning during spring break (carpet cleaning, floor cleaning/waxing), painting doors, classrooms, bathrooms, etc.
- Supports annual summer and winter cleaning during spring break (carpet cleaning, floor cleaning/waxing, painting doors, classrooms, bathrooms, etc.).
- Supports Facilities & Technology Specialist during in-service days, spring, winter, and summer facilities projects.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Highly Preferred)*
- Minimum of one (1) year of experience in school campus security. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School security procedures, protocols, and applicable legal regulations.
- Emergency response system and threat assessment procedures.
- Proper use of communication devices and incident reporting tools.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- School policies and practices with regard to person and property safety, visitors on campus, and student code of conduct and discipline.
- Understanding of Master Class Schedules, Bell Schedules, and school and student calendars.
- Effective interpersonal and customer service skills.
- Proper attire is required to safely perform work duties.
- Proper building security and locking procedures.
- Problems associated with establishing and maintaining positive relationships with adolescents and adults.

Ability to:

- Remain calm and make quick decisions in high-pressure situations.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- De-escalation and conflict strategies.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.

- Maintain discretion and adhere to professional and ethical standards.
- Recognize the importance of safety in the workplace, follow safety rules, practice safe work habits, utilize appropriate safety equipment, and report unsafe conditions to the appropriate administrator.
- Walk and stand for extended periods, and respond quickly to emergencies across campus.
- Analyze situations accurately and adopt an effective course of action.
- Assist in yard duty supervision when needed.
- Communicate effectively and professionally with students, staff, and public safety officials.
- Maintain detailed and accurate documentation of incidents.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 50 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Mancilla Gallardo Liliana

2025-2026 Employment Agreement_Mancilla Gallardo, Liliana (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Liliana Mancilla Gallardo.pdf

☑ I acknowledge this document

X Liliana Mancilla Gallardo 9/26/25 6:32:07 PM (CST)

Liliana Mancilla Gallardo [6879]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Liliana Mancilla Gallardo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$26.31,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Martinez, Karen Rios

2025-2026 Employment Agreement and Job Description_Martinez, Karen Rios

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Martinez Karen Rios.pdf

☑ I acknowledge this document

X *Karen Martinez* 6/25/25 4:50:37 PM (CST)

Karen Martinez [4909]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Karen Martinez Rios

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Community Relations Advocate**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12-Months

3. **Compensation**

The annual compensation for this position shall be **$102,100**, to be paid semi-monthly over twenty-four (24) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4937-7342-4436, v. 1

JOB DESCRIPTION

Title:	**Community Relations Advocate**
FLSA Status:	**Exempt**
Classification	**Classified**
Reports to:	**Executive Director**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Community Relations Advocate develops and implements Escuela Popular's (EP) grassroots organizing and community relations strategies. Through active parent and student engagement, this role strengthens EP's presence in San Jose, enhances its institutional effectiveness, and expands awareness of its mission. The advocate promotes EP's unique educational model, which focuses on serving immigrant families, educating English learners, and fostering popular education.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Organizational Leadership

- Upholds the principles of the family learning center model.
- Leads collaborative efforts to foster a school culture aligned with EP's vision, mission, and values.
- Promotes a school climate that supports student and staff success while fostering respect and appreciation among students, staff, and parents.
- Ensures assigned programs meet objectives and align with EP's mission.
- Maintains the safety and security of students, staff, visitors, and property.
- Supports an orderly and engaging learning environment.

Community Relations

- Develops and executes EP's grassroots organizing and community relations strategy.
- Builds relationships with local elected officials to garner political support for EP initiatives.
- Collaborates with staff to connect parents and students with community resources, programs, and services.
- Plans and coordinates engagement events, including:
    - Resource Fairs
    - Town Halls
    - Community Celebrations
    - Candidate Forums
    - Political Education Sessions
    - Voter Registration Drives
    - Get Out the Vote (GOTV)/Civic Engagement Initiatives

- Supports organizing youth and adult leadership development opportunities to build leadership skills among students.
- Assists staff in ensuring EP has an active and compliant School Site Council (SSC) and English Learner Advisory Committee (ELAC).
- Collaborates with organizations and stakeholders to identify key advocacy opportunities for parents and students.
- Build partnerships with higher education institutions, including universities and community colleges.
- Assist in recruitment of highly qualified staff to support EP programs.

Community Relations

- Develops and implements EP's communications plan, including:
    - Social Media Management
    - Email Blasts & Newsletters
    - Media Relations & Public Relations Initiatives

Support for the Community School Grant Coordinator

- Identifies and establishes sustainable funding sources for community school initiatives.
- Designing and executing community stakeholder engagement strategies.
- Collects and analyzes data for ongoing program evaluation and improvement.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Public Relations or a related field from an accredited institution. *(Highly Preferred)*
- High School Diploma. *(Required)*
- Minimum of five (5) years of experience in school-based/community relations. *(Required)*
- Bilingual in English and Spanish. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Community organizing and grassroots advocacy strategies.
- School and community engagement best practices.
- Student and family outreach programs.
- Social media, public relations, and digital communications.
- Local government and education policies impacting immigrant families.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Communicate effectively with students, parents, school administrators, and staff, including sensitive topics.
- Use diplomacy when interacting with students, parents, staff, and the public.
- Research, compile, and verify student and community engagement data.
- Develop and sustain relationships with elected officials, stakeholders, and community partners.
- Plan and execute community outreach events and initiatives.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 70% sitting, 10% walking, and 20% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 15 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Medina, Fernando

2025-2026 Employment Agreement and Job Description_Medina, Fernando

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Medina Fernando.pdf

☑ I acknowledge this document

X *Fernando Medina* 7/01/25 8:38:44 PM (CST)

FERNANDO MEDINA
[246]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Fernando Medina

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Instructional Leader**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP

policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$113,200** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. Employment At-Will

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns

of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Instructional Leader (HS:CTC)**
FLSA Status:	**Exempt**
Reports to:	**Principal**
Supervises:	**Teacher, CTE Instructor, Teacher Assistant, Teacher Substitute, Teacher on Special Assignment (TOSA)**

POSITION SUMMARY:

Under general direction, the Instructional Leader (HS: CTC) provides strategic leadership in developing, implementing, and evaluating educational programs for the PM High School Learning programs. This role focuses on optimizing resources, time, and space to ensure a safe, engaging, and effective learning environment for students, staff, and the community.

The Instructional Leader supports teachers, CTE Instructors, and instructional aides by providing coaching, professional development, and curriculum guidance to enhance instructional quality and student outcomes. This position plays a critical role in student achievement, program compliance, and fostering a culture of continuous improvement.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Organizational Leadership

- Upholds and advances the Family Learning Center model, ensuring alignment with the school's mission, vision, and values.
- Leads instructional staff in developing a positive and student-centered school culture.
- Fosters a climate of respect, equity, and engagement among students, staff, and families.
- Oversees assigned programs, ensuring objectives are met.
- Ensures the safety and security of students, staff, and school property.
- Assists in developing school-wide goals and strategic planning.
- Creates a culture of excellence, teamwork, and collaboration among the staff, students, and families.
- Oversees the student enrollment process to meet targeted enrollment projections.
- Enforces student discipline policies consistently and fairly.
- Works collaboratively with school leadership and directors to set priorities and implement strategic plans.
- Ensures compliance with local, state, and federal funding sources, laws, and regulations.
- Ensures compliance with local, state, and federal regulations, funding requirements, and accreditation standards.
- Provides direct support and mentorship to the Teacher on Special Assignment (TOSA).

Instructional Leadership

- Manages, evaluates, and supports the PM high school education teachers and instructional staff.
- Leads data-driven instruction by facilitating discussions on student performance and achievement trends.
- Ensures the use of effective, research-based teaching methodologies and assessment practices.
- Guides curriculum alignment, lesson planning, and instructional design.
- Supports teachers in improving instructional delivery through coaching, modeling, and professional development.
- Oversees the implementation of Career Technical Education (CTE) pathways and curriculum.
- Provides curriculum training and resources to staff.
- Fosters culture and professionalism among Teachers and staff.
- Monitors the academic progress of students to ensure achievement of learning outcomes.
- Establishes high expectations for instructional rigor and student engagement.
- Ensures Teachers and instructional staff are prepared for class and on time.

Student Achievement & Engagement

- Develops and implements a vision for academic success for all students, including adults returning to education.
- Enforces a student code of conduct aligned with school values and behavioral expectations.
- Communicates and enforces school policies and student expectations.
- Ensures instructional programs meet or exceed state and school accountability measures.
- Fosters student engagement through career-focused, hands-on, and real-world learning opportunities.
- Strengthens family and community engagement through outreach and communication.

Personnel Management & Development

- Regularly monitors and assesses teacher and staff performance, providing targeted coaching and feedback.
- Initiates and oversees performance improvement plans and disciplinary actions as needed.
- Provides mentorship, training, and professional development for instructional staff.
- Serves as a liaison between teachers, students, families, and the community, ensuring collaboration and communication.
- Models self-reflection, continuous learning, and resilience in leadership.

Special Education & Student Support Services

- Serves as liaison and administrative representative in Student Support Team (SST) and Individualized Education Program (IEP) meetings.
- Assists staff in coordinating SST documentation and intervention strategies.
- Supports the development of alternative instructional strategies for at-risk students.
- Ensures that students with special needs receive appropriate support and accommodations.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.

- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master of Arts degree in Education or a related field from an accredited institution. *(Highly Preferred)*
- Bachelor of Arts degree in Education or a related field from an accredited institution. *(Required)*
- Minimum three (3) years of experience in teaching, administration, and/or school leadership. *(Required)*
- Valid Teaching Credential from the Commission on Teacher Credentialing, preferably in Administration. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- High school education instructional models and best practices.
- Bilingual education strategies.
- Career and Technical Education (CTE) programs and workforce development trends.
- State and federal education policies, including adult education compliance requirements.
- Effective professional development and coaching models.
- Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of school students.
- Principles of administrative and budgetary analysis.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.

- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Lead and inspire instructional staff in high school education settings.
- Analyze and use student data to improve instructional outcomes.
- Effectively coach and mentor teachers and instructional staff.
- Engage and support families in student learning and career readiness.
- Manage multiple priorities in a dynamic educational environment.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 60% sitting, 20% walking, and 20% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Mendel Batres, Karina

2025-2026 Employment Agreement and Job Description_Mendel Batres, Karina

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Mendel Batres Karina.pdf

☑ I acknowledge this document

X Karina Medel Batres 6/02/25 11:50:54 PM (CST)

Karina Medel Batres
[7960]
76.103.205.106

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Karina Mendel Batres

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Administrative Assistant**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$25.66** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Administrative Assistant**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Student Data Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Administrative Assistant performs a diverse range of clerical duties to support functions and programs within the assigned site or department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Performs routine clerical tasks such as filing, tracking, and recording information.
- Sorts and files documents and records, maintaining alphabetical index and cross-reference files.
- Acts as a receptionist, answering phones and assisting visitors.
- Schedules meetings, inspections, and appointments.
- Receives, sorts, and distributes incoming and outgoing correspondence and mail.
- Makes referrals to services and programs available at the school.
- Receives, issues, and processes various applications, enrollment forms, and other forms.
- Maintains and updates mailing lists.
- Enters and processes data, proofreads documents, and operates office equipment.
- Maintains spreadsheets, databases, and automated systems.
- Conducts research and coordinates record-keeping.
- Assist in preparing for meetings, presentations, and events.
- Builds and maintains positive working relationships with co-workers and the public using principles of good customer service.
- Processes documents, forms, mailings, and materials (e.g., requests, bus passes, etc.) to disseminate information.
- Maintain information on departmental intranet or school website pages.
- Evaluates situations (e.g., involving other staff, students, parents, the public, police, probation department, etc.) and take appropriate action or refer to relevant personnel.
- Verify attendance records for Dual Language and High School Youth academies by calling families to confirm if absences are excused or not excused.
- Provide students with tardy passes.
- Assist with COVID-19 testing and record keeping.
- Transfer excuse slips on PowerSchool.
- Record absent students on the Student Absent Tracking Sheet.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Associate of Arts degree in Education or related field from an accredited institution. *(Highly Preferred)*
- High School Diploma or 48 unit credits from an accredited institution. *(Highly Preferred)*
- Minimum of one (1) year in administration, preferably in a school setting. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- School programs offered by Escuela Popular.
- School policies and practices with regard to person and property safety, visitors on campus, and student code of conduct and discipline.
- Master Class Schedule, Bell Schedule, and school/student calendar.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.

- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Operate office equipment such as computers, including software, information systems, phones, copiers, etc.
- Provide exceptional customer service to both internal and external individuals.
- Perform a variety of responsible clerical duties in support of department operations, including but not limited to maintenance of appropriate records and preparation of general reports.
- Sit at a desk and/or stand at a counter for long periods of time.
- Intermittently twist and reach for office equipment.
- Learn services and resources available to students, parents, and Staff.
- Type at a speed necessary for successful job performance.
- Learn the organization, procedures, and operations of the site or Program as necessary to assume assigned responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 80% sitting, 5% walking, and 15% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to [**#**] pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Morales, Ignacio updated

2025-2026 Employment Agreement_Morales, Ignacio (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Ignacio Morales.pdf

☑ I acknowledge this document

X *Ignacio Morales* 9/26/25 11:44:40 PM (CST)

Ignacio Morales [468]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ignacio Morales

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$36.37,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Moran Choque, Alisson

2025-2026 Employment Agreement and Job Description_Moran Choque, Alisson

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Moran Alisson .pdf

☑ I acknowledge this document

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Alisson Moran choque
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Alisson Geraldine Moran Choque

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Assessment Proctor** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.75
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**23.33**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Assessment Proctor**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Assessment Specialist**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Assessment Proctor performs a variety of technical, administrative, and record-keeping duties to support assessment testing. This includes managing data, maintaining records, and ensuring the smooth administration of assessments. The Proctor also creates a safe and orderly testing environment by explaining test rules, verifying permitted materials, setting up test rooms, and tracking attendance.

This position requires flexibility to work a split shift to accommodate testing for both AM and PM high school programs as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Administering and monitoring assessment tests in accordance with established procedures.
- Managing and maintaining data related to State and District Assessments.
- Inputting, updating, and extracting student information using computer systems and maintaining automated databases and records.
- Preparing and maintaining reports, records, and files related to assessment activities, test results, and workshops.
- Assisting in the preparation of Pre-identification booklets and other testing materials by compiling student demographic information.
- Assists in coordinating and attending meetings and workshops as assigned.
- Monitoring inventory levels of testing materials and placing orders as needed.
- Communicating with school leadership, parents, and external agencies to exchange information and resolve issues.
- Serves as a resource to staff and students regarding assessment policies, procedures, timelines, and requirements.
- Maintains confidentiality of student records and test-related information.
- Supporting other clerical duties as needed.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.

- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Minimum of one (1) year of experience in test assessment or similar function. *(High Preferred)*
- CPR Certification. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Standardized testing procedures and security protocols.
- Basic record-keeping and data entry.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.

- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Follow detailed testing protocols and maintain test security.
- Verify and manage student information accurately.
- Assist with clerical duties as needed.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 50% walking, and 30% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Munoz, Ana Edith updated

2025-2026 Employment Agreement_Munoz, Ana Edith (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

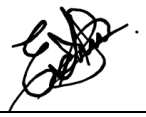
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Ana Edith Munoz.pdf

☑ I acknowledge this document

X 

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ANA MUNOZ [2020]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ana Edith Munoz

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$32.32,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Murillo Villeda, Ericka

2025-2026 Employment Agreement and Job Description_Murillo Villeda, Ericka

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Murillo Villeda Ericka.pdf

☑ I acknowledge this document

X *Ericka Murillo* 5/19/25 4:31:20 PM (CST)

ERICKA MURILLO VILLEDA [94]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ericka Murillo Villeda

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:187
School Calendar: 10 Months

3. **Compensation**

The annual compensation for this position shall be **$77,898.00**, to be paid semi-monthly over twenty (20) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

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WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

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2025-2026 EA and JD_Murillo Villeda, Johana Update

2025-2026 Employment Agreement_Murillo Villeda, Johana (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Johana Murillo Villeda.pdf

☑ I acknowledge this document

X Johana Murillo Villeda 10/01/25 5:44:59 PM (CST)

Johana Murillo Villeda
[2046]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Johana Murillo Villeda

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$36.37,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Olivo, Maria

2025-2026 Employment Agreement and Job Description_Olivo, Maria

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Olivo Maria.pdf

☑ I acknowledge this document

X *Maria Olivo* 5/14/25 12:53:18 AM (CST)

MARIA OLIVO [108]
71.198.208.17

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Maria Olivo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.75
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Olivo Genoveva

2025-2026 Employment Agreement and Job Description_Olivo, Genoveva

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Olivo Genoveva.pdf

☑ I acknowledge this document

X Genovera Olivo 5/15/25 4:10:44 PM (CST)

GENOVEVA OLIVO [36]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Genoveva Olivo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Palacios, Judith

2025-2026 Employment Agreement and Job Description_Palacios, Judith

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Palacios Judith.pdf

☑ I acknowledge this document

X JudithPalacios 5/18/25 3:14:02 PM (CST)

Judith PALACIOS CEBALLOS [397]
73.189.70.253

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Judith M. Palacios

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:187
School Calendar: 10 Months

3. **Compensation**

The annual compensation for this position shall be **$81,998.00**, to be paid semi-monthly over twenty (20) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (Middle School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher is responsible for creating an engaging learning environment that fosters academic achievement, critical thinking, and social development for middle school students. The teacher designs, implements, and evaluates rigorous, standards-based lessons while supporting students' transition into adolescence. Responsibilities include curriculum planning, classroom management, assessing student progress, and contributing to school-wide instructional strategies. The teacher also collaborates with colleagues, engages in ongoing professional development, and maintains open communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership

- Develops and delivers engaging, rigorous lessons that build critical thinking, problem-solving, and subject-specific skills.
- Implements a standards-aligned curriculum that meets the needs of diverse learners.
- Develops clear performance objectives and ensures that students understand the goals of each lesson.
- Uses assessments (formative and summative) to monitor student progress and inform instruction.
- Differentiates instruction to accommodate various learning styles, language proficiency levels, and special education needs.
- Maintains a positive and inclusive classroom environment that fosters student engagement and respect.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Follows proper procedures to request absences.
- Demonstrates an awareness of the total school's educational programs.
- Recognizes his/her functions as being in loco parentis and acts in accordance with state law and school regulations.

Curriculum Development & Professional Growth

- Collaborates with colleagues to develop interdisciplinary projects and innovative teaching strategies.

- Engages in professional development to stay current with educational best practices and middle school teaching strategies.
- Contributes to school-wide curriculum planning and participates in instructional leadership initiatives.
- Adapts lesson plans to address student needs and integrate technology, project-based learning, and hands-on activities.
- Supports English Learners and students with IEPs by integrating language development strategies and accommodations.
- Adheres to the school educational program, policies, and procedures.
- Periodically evaluates the effectiveness of instruction.

Classroom Management & Student Engagement

- Implements behavior management techniques that promote a respectful and productive learning environment.
- Demonstrates a calm, patient, and motivating approach to engage students and create a positive classroom culture.
- Ensures that all students, including those with disabilities and special needs, have access to a supportive learning environment.
- Monitors students' academic and behavioral progress and provides feedback to students and parents.
- Coordinates with special education staff to adapt instructional materials and practices for students with IEPs.
- Monitors student progress on IEP goals and attends relevant meetings.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials which are appropriate to the course/class and the development age of the students.
- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Prepares detailed lesson plans and materials for substitutes.
- Supervises equipment and facilities used with student safety in mind.
- Performs home visits as needed.
- Encourages student independence, responsibility, and self-regulation skills.
- Establishes and maintains clear expectations for student conduct and academic performance.
- Establishes and maintains clear expectations for student conduct and academic performance.
- Provides structured and engaging lessons that minimize disruptions and maximize learning time.
- Encourages collaborative learning, discussion-based instruction, and hands-on activities.

Record-Keeping & Communication

- Maintains accurate student records, including grades, attendance, and assessment data, using PowerSchool or other school platforms.
- Prepares timely reports and submits final grades by the designated deadlines.

- Communicates professionally and proactively with parents about student progress, behavior, and academic concerns.
- Communicates with students and parents is strictly limited to school/academic-related matters.
- Participates in parent-teacher conferences, Family Nights, and other school events to build strong relationships with families.
- Provides a positive and open channel of communication with students, staff, and parents.
- Helps to inform the community of the services and educational opportunities available through the school.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.
- Keeps education specialists informed as to the performance of students with disabilities in your class on a regular basis (consultation time with paraprofessionals).
- Collaborates with the main office to address student absences.
- Submits required reports, grades, and documentation by established deadlines.

Student Support & Advisory Role

- Serves as an advisor or mentor for middle school students, fostering their academic and social-emotional growth.
- Helps students develop organizational, time management, and study skills to prepare for high school.
- Implements restorative practices and supports students in developing conflict-resolution skills.
- Collaborates with school counselors, special education staff, and support services to ensure student success.

Co-Curricular & Community Engagement

- Participates in school events, extracurricular activities, and student-led initiatives to enrich the school community.
- Encourages student involvement in clubs, sports, leadership programs, and service-learning projects.
- Contributes to the school community by participating in events and collaborating with colleagues.
- Demonstrates an understanding of the total school program and actively supports school-wide goals and initiatives.
- Leads or participates in school/community-related organizations and events, serving as a school ambassador.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.

- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited institution. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject or Multiple Subject with a BCLAD Authorization, or in the process of obtaining one. *(Required due to the course area teaching)*
- One (1) year of classroom teaching experience in a middle school setting. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Adolescent development and best practices for engaging middle school learners.
- Effective classroom management strategies for middle school students.
- State and school-adopted curriculum standards and instructional materials.
- Assessment strategies to measure student learning and guide instruction.
- Differentiated instruction to support diverse learners, including English Learners and students with IEPs.
- Social-emotional learning (SEL) principles to support student well-being.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.

- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Plan and implement engaging, rigorous lessons that challenge and support students.
- Adapt teaching strategies to accommodate diverse learning needs.
- Manage classroom behavior effectively while maintaining positive relationships with students.
- Collaborate with colleagues and support staff to enhance instructional practices.
- Use technology effectively in lesson planning and instruction.
- Communicate clearly and professionally with students, parents, and staff.
- Provide timely feedback and guidance to students on academic progress.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 20% walking, and 60% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease;

bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Quezada Veronica update

2025-2026 Employment Agreement_Quezada, Veronica (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Veronica Quezada.pdf

☑ I acknowledge this document

X *Veronica Quezada* 9/28/25 5:09:56 PM (CST)

Veronica Quezada
[507]
184.23.51.11

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Veronica Quezada

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$33.05,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Ramirez, Aleli (revised)

2025-2026 Employment Agreement and Job Description_Ramirez, Aleli (revised)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Ramirez Aleli Elizabeth.pdf

☑ I acknowledge this document

X *Aleli Ramirez* 8/06/25 6:13:33 PM (CST)

ALELI Ramirez [157]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Aleli Elizabeth Ramirez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:187
School Calendar: 10 Months

3. **Compensation**

The annual compensation for this position shall be **$97,911.00**, to be paid semi-monthly over twenty (20) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (Middle School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher is responsible for creating an engaging learning environment that fosters academic achievement, critical thinking, and social development for middle school students. The teacher designs, implements, and evaluates rigorous, standards-based lessons while supporting students' transition into adolescence. Responsibilities include curriculum planning, classroom management, assessing student progress, and contributing to school-wide instructional strategies. The teacher also collaborates with colleagues, engages in ongoing professional development, and maintains open communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership

- Develops and delivers engaging, rigorous lessons that build critical thinking, problem-solving, and subject-specific skills.
- Implements a standards-aligned curriculum that meets the needs of diverse learners.
- Develops clear performance objectives and ensures that students understand the goals of each lesson.
- Uses assessments (formative and summative) to monitor student progress and inform instruction.
- Differentiates instruction to accommodate various learning styles, language proficiency levels, and special education needs.
- Maintains a positive and inclusive classroom environment that fosters student engagement and respect.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Follows proper procedures to request absences.
- Demonstrates an awareness of the total school's educational programs.
- Recognizes his/her functions as being in loco parentis and acts in accordance with state law and school regulations.

Curriculum Development & Professional Growth

- Collaborates with colleagues to develop interdisciplinary projects and innovative teaching strategies.

- Engages in professional development to stay current with educational best practices and middle school teaching strategies.
- Contributes to school-wide curriculum planning and participates in instructional leadership initiatives.
- Adapts lesson plans to address student needs and integrate technology, project-based learning, and hands-on activities.
- Supports English Learners and students with IEPs by integrating language development strategies and accommodations.
- Adheres to the school educational program, policies, and procedures.
- Periodically evaluates the effectiveness of instruction.

Classroom Management & Student Engagement

- Implements behavior management techniques that promote a respectful and productive learning environment.
- Demonstrates a calm, patient, and motivating approach to engage students and create a positive classroom culture.
- Ensures that all students, including those with disabilities and special needs, have access to a supportive learning environment.
- Monitors students' academic and behavioral progress and provides feedback to students and parents.
- Coordinates with special education staff to adapt instructional materials and practices for students with IEPs.
- Monitors student progress on IEP goals and attends relevant meetings.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials which are appropriate to the course/class and the development age of the students.
- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Prepares detailed lesson plans and materials for substitutes.
- Supervises equipment and facilities used with student safety in mind.
- Performs home visits as needed.
- Encourages student independence, responsibility, and self-regulation skills.
- Establishes and maintains clear expectations for student conduct and academic performance.
- Establishes and maintains clear expectations for student conduct and academic performance.
- Provides structured and engaging lessons that minimize disruptions and maximize learning time.
- Encourages collaborative learning, discussion-based instruction, and hands-on activities.

Record-Keeping & Communication

- Maintains accurate student records, including grades, attendance, and assessment data, using PowerSchool or other school platforms.

- Prepares timely reports and submits final grades by the designated deadlines.
- Communicates professionally and proactively with parents about student progress, behavior, and academic concerns.
- Communicates with students and parents is strictly limited to school/academic-related matters.
- Participates in parent-teacher conferences, Family Nights, and other school events to build strong relationships with families.
- Provides a positive and open channel of communication with students, staff, and parents.
- Helps to inform the community of the services and educational opportunities available through the school.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.
- Keeps education specialists informed as to the performance of students with disabilities in your class on a regular basis (consultation time with paraprofessionals).
- Collaborates with the main office to address student absences.
- Submits required reports, grades, and documentation by established deadlines.

Student Support & Advisory Role

- Serves as an advisor or mentor for middle school students, fostering their academic and social-emotional growth.
- Helps students develop organizational, time management, and study skills to prepare for high school.
- Implements restorative practices and supports students in developing conflict-resolution skills.
- Collaborates with school counselors, special education staff, and support services to ensure student success.

Co-Curricular & Community Engagement

- Participates in school events, extracurricular activities, and student-led initiatives to enrich the school community.
- Encourages student involvement in clubs, sports, leadership programs, and service-learning projects.
- Contributes to the school community by participating in events and collaborating with colleagues.
- Demonstrates an understanding of the total school program and actively supports school-wide goals and initiatives.
- Leads or participates in school/community-related organizations and events, serving as a school ambassador.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.

- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited institution. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject or Multiple Subject with a BCLAD Authorization, or in the process of obtaining one. *(Required due to the course area teaching)*
- One (1) year of classroom teaching experience in a middle school setting. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Adolescent development and best practices for engaging middle school learners.
- Effective classroom management strategies for middle school students.
- State and school-adopted curriculum standards and instructional materials.
- Assessment strategies to measure student learning and guide instruction.
- Differentiated instruction to support diverse learners, including English Learners and students with IEPs.
- Social-emotional learning (SEL) principles to support student well-being.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.

- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Plan and implement engaging, rigorous lessons that challenge and support students.
- Adapt teaching strategies to accommodate diverse learning needs.
- Manage classroom behavior effectively while maintaining positive relationships with students.
- Collaborate with colleagues and support staff to enhance instructional practices.
- Use technology effectively in lesson planning and instruction.
- Communicate clearly and professionally with students, parents, and staff.
- Provide timely feedback and guidance to students on academic progress.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 20% sitting, 20% walking, and 60% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 20 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Ramirez Diaz, Lidia

2025-2026 Employment Agreement and Job Description_Ramirez Diaz, Lidia

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Ramirez Diaz Lidia.pdf

☑ I acknowledge this document

X Lidia Ramirez 5/13/25 6:45:01 PM (CST)

LIDIA RAMIREZ DIAZ
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Lidia Ramirez Diaz

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:0.75
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**35.56**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

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4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Razo Cortez, Norma Lizette NEW

2025-2026 Employment Agreement and Job Description_Razo Cortez, Norma Lizette (revised)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Razo Cortez Norma Lizette.pdf

☑ I acknowledge this document

X Lizette Razo Cortez 8/07/25 11:03:51 PM (CST)

Norma RAZO CORTEZ
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Norma Lizette Razo Cortez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$91,342.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Reguerin, Patricia

2025-2026 Employment Agreement and Job Description_Reguerin, Patricia

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

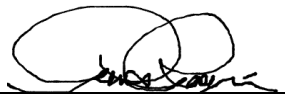
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Reguerin Patricia.pdf

☑ I acknowledge this document

X  6/30/25 7:48:22 PM (CST)

Patricia Reguerin [44]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Patricia Reguerin

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

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2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Executive Director** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position: 234
School Calendar: 12-Month

3. **Compensation**

The annual compensation for this position shall be **$230,000.00**, to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

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anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

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The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

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This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Executive Director**
FLSA Status:	**Exempt**
Reports to:	**Board of Directors**
Supervises:	**Deputy Director, Community Relations Advocate, Special Programs and Grants Coordinator, Executive Assistant**

POSITION SUMMARY:

Reporting directly to the Board of Directors, the Executive Director holds the highest administrative position at Escuela Popular. The Executive Director bears comprehensive responsibility for all facets of organizational and financial well-being. This includes, but is not limited to, implementing the school's vision and mission, fostering capacity building, ensuring organizational sustainability and growth, developing new programs to address the evolving needs of the community, and overseeing the establishment of Universidad Popular. The Executive Director plays a pivotal role in guiding the overall direction and success of the institution.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

The Executive Director will work with the Board of Directors, Deputy Director, and leadership team, teachers, parents, students, and community in the following specific areas:

Executive Leadership:

- Embody, advocate for, and execute the mission, vision, and strategic direction of Escuela Popular del Pueblo.
- Support the Board's strategic planning process by proposing relevant priorities and implementing key annual action plans that aligned with the school's multi-year strategic plan.
- Serve as the staff's primary liaison to the Board of Directors bringing updates, concerns, recommendations, resource requirements, and major issues to the board's attention in a timely manner.
- Reinforce the Board's governance and fiduciary responsibility by participating in monthly board meetings; preparing monthly administrative reports, and developing recommendations for board consideration that combine the best interest of students and the needs of Escuela Popular with the focus and direction the Board desires.
- Support the Deputy Director in fostering open communication with staff and educational partners by building clear systems of collective decision-making.
- Establishes and maintains partnerships throughout the community with strategic partners.
- Supports the Deputy Director in establishing a supportive learning environment for students and staff.

- Supports the Deputy Director in leading, motivating, and coaching a strong, cohesive leadership team by implementing a collective leadership model.
- Implements a plan for internal capacity building and opportunities for professional growth.
- In collaboration with the Deputy Director sets high expectations for performance in alignment with the school's vision and mission.
- Oversee organizational development and organizational design.
- Hires, supervises, and evaluates Deputy Director and other designated staff.
- Adheres to the tenets of the family learning center model.

Operations: The Executive Director will supervise Deputy Director directly and oversee executive organizational activities including:

- Efficient and effective operations management.
- Human resources policies and procedures.
- Facilities improvement.
- Community relations.
- Fundraising and capital campaigns.

Financial Management:

- Develop an annual budget for board approval.
- Manage an annual operations budget ensuring fiscal stewardship and sustainability for the organization including timely accounts payable.
- In collaboration with the Deputy Director, facilitate, prepare for, and attend annual audits and implement any audit findings.
- Provide financial reports to the Board of Directors and other agencies as mandated by law and relevant policies.

Compliance:

- Ensuring all legal and contractual obligations are met.
- Ensuring the school's facilities meet health and safety requirements.
- Protecting the school, employees, and board by ensuring all prudent insurance policies are in place at sufficient levels.
- Assisting the Board in preparing for formal board approval all relevant and prudent school policies and related procedures.

External Relations: The Executive Director is the school's key spokesperson and primary public face to both the extended school community and external stakeholders.

- Attend various school and community events.
- Nurture positive relationships with all community leaders including donors, elected officials, business owners, etc.
- Maintaining positive relationships with and explaining and clarifying information received from various agencies including ESHSD and other trade and governing bodies.

Other:

- May work remotely with supervisor approval.

- Supports school initiatives for a safe and healthy environment.
- May attend and/or participate in school and community events or professional development with supervisor's approval.
- Participates in mandatory all-staff meetings.
- This position may require travel.
- May perform other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master of Arts degree in Education, Business Management, or Public Administration, or a closely related field from an accredited college or university. (Highly Preferred)
- Bachelor of Arts degree in Education, Business Management, or Public Administration, or a closely related field from an accredited college or university. (Required)
- Ten (10) years of professional experience in the education sector. (Required)
- A valid administrative or educational California credential from the California Teacher Credentialing (CTC) or willing to pursue one. (Required)
- Bilingual in English and Spanish. (Highly Preferred)

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations to their fields.
- School policies, procedures, and regulations.
- Time management with proven ability to meet deadlines.
- Problem solving and critical thinking skills.
- School policies, procedures, and regulations.
- Conflict resolution skills.
- Variety of computer software programs, including Microsoft Word, Excel, PowerPoint, Google suite, and databases.
- Correct English and Spanish usage, grammar, spelling, punctuation, and vocabulary.
- Strong written and interpersonal communication skills both written and orally.
- Office practices and procedures that involve the operation of standard office equipment such as a computer, copier, fax, associated equipment, etc.
- Management, organizational and people leadership skills.
- Strong strategic thinking and planning skills, with the ability to manage multiple concurrent projects and priorities effectively.
- Exceptional communication skills with an ability to motivate staff, parents, and community leaders, and other school stakeholders.
- Forming, cultivating, and expanding partnerships with key constituents in the public and private sectors, such as foundations, individuals, and government agencies.

- Strong financial acumen including a background in budgeting, audit process, investment oversight, and financial reporting.
- Local, state, and federal laws applying to public charter schools.
- Utmost personal integrity that balances a strong commitment to transparency with necessary confidentiality in sensitive matters.
- Unwavering dedication to establish and maintain positive, respectful relationships with students, staff, parents, and community members.

Ability to:

- Use independent judgment in the exercise of daily responsibilities.
- Work with a high degree of accuracy and maintain detailed and accurate records.
- Exercise independent judgment in correcting errors or omissions.
- Handle multiple tasks and priorities.
- Work effectively under deadlines and pressure.
- Adjust quickly and well with changes.
- Execute and manage projects requiring significant attention to detail.
- Be a team player, leader, and open-minded.
- Work independently with little direction.
- Interact and work effectively and cooperatively with all people including those from diverse ethnic and educational backgrounds.
- Establish and maintain effective working relationships with those contacted in the course of work and build strong working relationships.
- Maintain a firm but a courteous attitude toward individuals.
- Communicate effectively with school personnel, parents, and students while complying with the confidentiality requirements in local, state, and federal policies and status.
- Act with integrity, professionalism, models school standards of ethics.
- Work in an atmosphere where interruptions occur frequently and priorities are often modified.
- Understand and follow specific instructions and procedures.
- Demonstrate a willingness to offer and receive suggestions/feedback.
- Demonstrate an awareness of the social-economic and ethnic makeup of the community.
- Promote community responsibility among students.
- Learn and apply the correct restraint of a student who may be a physical threat to themselves or others, if CPI certified.
- Implement verbal de-escalation and preventive measures.
- Report to work on a regular and punctual basis.
- Work extended or irregular hours and willing and able to work both AM & PM shifts as needed.
- Coordinate and direct the work of others.
- Work effectively in a fast-paced, deadline-driven environment.
- Maintain complete confidentiality of all administrative, student information and data protection.
- Make difficult decisions.
- Establish rapport with stakeholders and act as a role model
- Demonstrate ability to present and promote change at the organizational level

- Develop and maintain effective working relationships with employees, stakeholders, and community partners.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 70% sitting, 10% walking, and 20% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 15 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required

of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Reguerin, Roger Augusto

2025-2026 Employment Agreement and Job Description_Reguerin, Roger Augusto

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Reguerin Roger Augusto.pdf

☑ I acknowledge this document

X Roger Reguerin 6/03/25 2:34:52 PM (CST)

Roger REGUERIN [137]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Roger Augusto Reguerin

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Student Resources Advocate**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified Nonexempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$37.95** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Student Resource Advocate**
FLSA Status: **Nonexempt**
Reports to: **Student Service Director**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Student Resource Advocate supports students and families by connecting them with essential community resources. This role helps address barriers to school attendance and engagement by working with staff, families, and external service providers.

The Student Resource Advocate assists in resource coordination, outreach, and case management but does not have supervisory responsibilities or independent authority over program decisions.

This position requires strong interpersonal skills, organization, and cultural responsiveness to ensure students receive the necessary support for success in school.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Student Support & Case Management

- Assist in identifying and supporting students with significant barriers to attendance and engagement.
- Provide internal and external referrals to community organizations offering services related to housing, food, healthcare, immigration, employment, and social issues.
- Maintain communication with students, parents, and guardians to help them navigate resources.
- Document and track all student support services provided, ensuring accurate records for reporting purposes.
- Follow up with students and families to ensure they have access to the resources they need.
- In collaboration with the Legal Assistant Program Manager, develops educational programs for students and their families in legal topics relevant to their needs.

Community Engagement & Resource Coordinator

- Develop relationships with community agencies to expand available resources for students and families.
- Maintain and update a resource binder with mental health, social services, legal aid, and other community supports.
- Supports the organization of a resource fair and quarterly family learning events to increase accessibility to community services.
- Participate in student orientation sessions to introduce families to available support services.

Attendance & Retention Support

- Review student caseload and attendance data weekly with the Student Services Director to determine support needs.
- Engage in outreach efforts, including phone calls, meetings, and home visits, to assist families in understanding their roles and available support.
- Assist in student retention and recruitment efforts throughout the school year by ensuring families receive needed resources.

Compliance & Confidentiality

- Maintain confidentiality and discretion when handling sensitive student and family information.
- Ensure all outreach and support activities comply with school policies and privacy regulations.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education or a closely related field from an accredited institution. *(Highly Preferred)*
- Associate of Arts degree in Education or a closely related field from an accredited institution. *(Required)*
- Minimum of five (5) years of experience working with students, families, and community engagement in a school setting. *(Highly preferred)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.

- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Community resources related to education, social services, legal aid, healthcare, and family support.
- Culturally responsive and restorative practices for working in diverse school environments.
- Basic case management and student support practices.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Engage with students, parents, and staff professionally and empathetically.
- Maintain accurate records of student interactions and support services provided.
- Handle sensitive situations with confidentiality and discretion.
- Communicate effectively and advocate for student needs.
- Manage multiple tasks efficiently in a fast-paced environment.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to

the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 80% sitting, 15% walking, and 5% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Riascos Rosero, Martha Lucia

2025-2026 Employment Agreement and Job Description_Riascos Rosero, Martha Lucia

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Riascos Rosero Martha Lucia.pdf

☑ I acknowledge this document

X Martha Lucia Riascos Rosero 6/05/25 12:06:09 PM (CST)

Martha Lucia Riascos Rosero [7182]
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Martha Lucia Riascos Rosero

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Family Engagement Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The

Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$76,800** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Family Engagement Specialist**
FLSA Status:	**Exempt**
Classification:	**Classified**
Reports to:	**Student Services Director**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Family Engagement Specialist provides integrated student and caregiver support to enhance student academic achievement and socio-emotional development. This role focuses on connecting caregivers with school and community resources, fostering a strong home-school partnership, and equipping families with strategies to support their children's educational success.

The Family Engagement Specialist designs and facilitates workshops, training sessions, and community events based on feedback from caregivers, students, and teachers. These sessions may cover discipline, bonding, healthy development, communication, immigration law, puberty, and sex education. Additionally, this role collaborates closely with health providers, office management, school services, and external partners to ensure families feel supported and engaged in the school community.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Family & Student Support

- Develop and coordinate student and family support programs by connecting caregivers with school and external services.
- Facilitate individual and group psychoeducational sessions for students and families addressing socio-emotional distress.
- Support the implementation of a crisis response team to assist students experiencing mental health distress.
- Create and facilitate workshops tailored to the needs of students, caregivers, and the school community.
- Develop and execute a strategic engagement plan for family workshops and training sessions.
- Collaborate with school leadership to integrate family engagement into schoolwide initiatives.

Community Engagement & Events

- Organize and support events such as Cafecitos, family nights, Mercadito, School Pantry, and EBT card distributions.
- Assist in promoting and advertising school-wide events to increase participation.
- Engage external stakeholders and build partnerships that enhance family education and resource access.

- Support school leadership in planning and executing family engagement initiatives.

Stakeholder Collaboration & Communication

- Maintain regular communication with teachers, support staff, parents, and external agencies to monitor student and family progress.
- Plan and facilitate meetings between school staff, families, and relevant community organizations.
- Align parent growth plans with student growth plans to support a unified approach to student success.
- Provide professional development training to school staff on best practices for supporting student socio-emotional development and community engagement.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts in Education, Social Work, Psychology, or a related field from an accredited institution. *(Required)*
- Minimum of two (2) or more years of community outreach experience supporting families who have experienced trauma or crises (e.g., homelessness, domestic violence). *(Highly Preferred)*
- Deep knowledge of local resources available to families. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.

- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Standard kitchen equipment, utensils, and measurements.
- Sanitation practices and food safety regulations.
- Safe lifting techniques and proper food handling procedures.
- Customer service principles for working with students and staff.
- Health and safety laws, rules, and regulations related to food service.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Prepare and serve food following health and safety standards.
- Follow health and sanitation guidelines to maintain a clean food service environment.
- Properly store and handle food items to prevent contamination.
- Use kitchen equipment safely and efficiently.
- Lift and carry light to moderately heavy items.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration

and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 80% sitting, 10% walking, and 10% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 10 pounds.

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Rodriguez, Jonathan Luis

2025-2026 Employment Agreement and Job Description_Rodriguez, Jonathan Luis

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Rodriguez Jonathan Luis.pdf

☑ I acknowledge this document

X Jonathan Rodriguez 6/04/25 10:56:41 AM (CST)

Jonathan Rodriguez
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2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Jonathan Luis Rodriguez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public-school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Office Coordinator**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the workday. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12 months

3. **Compensation**

The annual compensation for this position shall be **$80,793** to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expense's attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined, and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Office Coordinator**
FLSA Status:	**Exempt**
Reports to:	**Student Data Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Office Coordinator provides high-level administrative support to ensure the efficient operation of front office functions at Escuela Popular. This role fosters an environment conducive to collaboration, problem-solving, and operational efficiency while serving as a key liaison between students, staff, parents, and community members.

The Office Coordinator plays a critical role in managing school communications, student records, independent study programs, and event coordination. Additionally, this role supports leadership in policy implementation, procedural improvements, and data management to enhance the overall student and staff experience.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Administrative & Operational Leadership

- Develops and maintains systems and procedures to enhance the efficiency of front office operations.
- Ensures a welcoming, clean, and organized front office and campus environment conducive to learning.
- Manages lost and found inventory weekly to ensure cleanliness and organization.
- Coordinates office workflows, ensuring that administrative procedures align with school policies and best practices.
- Manages incoming and outgoing mail, shipping, and package distribution for the school.
- Oversees and assists in the timely posting of board agendas on campus.
- Serves as an alternative for opening the campus as needed.
- Maintains strict confidentiality regarding student, staff, and organizational operations.
- Supports emergency response procedures, including assistance with COVID-19 testing coordination and record-keeping.

Communication & Student Engagement

- Creates and distributes the school-wide weekly newsletter to enhance communication among students, staff, and families.

- Manages the development and production of flyers, diplomas, and marketing materials for school events.
- Coordinates and verifies student enrollment, assisting with student data management and school program rollovers.
- Serves as a liaison between students, families, and administration to verify attendance records, resolve inquiries, and facilitate engagement.
- Manages the distribution of Escuela Popular student gear and facilitates the administration of English 1, 2, and 3 core novels.

Event & Program Coordinator

- Supports school preparation initiatives, assisting in planning, coordinating, and promoting school activities, workshops, and structured events for students and staff.
- Confirms summer school enrollment under the direction of Instructional Leaders and ensures accurate roster distribution.
- Assists in the coordination of weekly office staff meetings, documenting proceedings in collaboration with the Student Data Manager.
- Manages short-term Independent Study programs, ensuring process efficiency and compliance with academic requirements.
- Assists in distributing student schedules at the beginning of each quarter.
- Coordinates the verification of student enrollment for the AFLC program.
- Coordinates the testing for new students to review what level they will placed.

Technology & Data Management

- Utilizes PowerSchool and ParentSquare to streamline and oversee student and school administrative tasks.
- Creates and manages student email accounts and email distribution lists.
- Verifies, updates, and maintains accurate student attendance records across multiple programs (DL, HS Youth, HS Adults).
- Oversees the distribution of student and staff IDs and parking passes to ensure compliance with campus policies.
- Supports EdTec in managing Dual Langauge (DL) student rollovers.

Office Oversight

- Acts as a supervisor in the absence of the Student Data Manager, ensuring continuity of front office operations.
- Directs visitors, parents, and students to appropriate school departments.
- Handles front office concerns and ensures timely resolution of issues.
- Assists Instructional Leaders and the Principal with administrative tasks as needed.
- Responds to and resolve routine student and parent inquiries in a professional manner.
- Promotes positive relations with the community, businesses, parents, and students through quality customer service.
- Develops systems and procedures to ensure efficiency and productivity in daily office functions.
- Ensuring that all announcements posted around campus are updated and

centralized.
- Assists with COVID-19 student/staff testing and record keeping.
- Manages the distribution of Escuela Popular student gear.
- Assists in contacting substitutes as needed, only when the registrar personnel is absent.

Other:
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Associate of Arts degree (or actively pursuing one) in Education, Business Administration, Library Science, or related field from an accredited institution. *(Highly Preferred)*
- Minimum of three (3) years of administrative or office coordination experience. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:
- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School administration best practices, including student data management and front office operations.
- PowerSchool, ParentSquare, and digital learning platforms for student records and communications.
- Lexile Measuring System and other academic assessment tools.
- Event planning and coordination in an educational setting.

- Confidentiality laws and student data protection policies.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Develop, implement, and improve administrative processes for a more efficient school office environment.
- Communicate effectively with students, staff, parents, and community members.
- Maintain accurate student records and attendance data across multiple school programs.
- Manage multiple priorities, including school events, front office operations, and student engagement efforts.
- Supervise office operations in the absence of the Student Data Manager.
- Handle sensitive and confidential information with discretion.
- Design, write, and edit promotional materials for school-wide communications.
- Work collaboratively with teachers, staff, and school leaders to ensure a smooth academic and operational experience for students.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to

the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 70% sitting, 10% walking, and 20% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Rosales Alaniz, Martha update

2025-2026 Employment Agreement_Rosales Alaniz, Martha Leticia (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

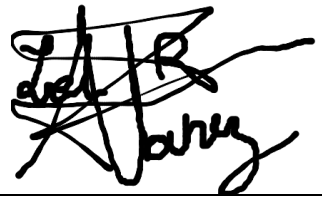
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Martha Leticia Rosales Alaniz.pdf

☑ I acknowledge this document

X 

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Martha ROSALES ALANIZ [418]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Martha Leticia Rosales Alaniz

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$32.32,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Ruiz Paredes, Her-Linda

2025-2026 Employment Agreement and Job Description_Ruiz Paredes, Her-Linda

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

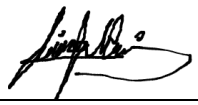
I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Ruiz Paredes Herlinda.pdf

☑ I acknowledge this document

X 

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HERLINDA RUIZ PAREDES [49]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & HerLinda Ruiz Paredes

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Registrar Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified Nonexempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$31.37** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **Registrar Specialist (PM)**
FLSA Status: **Nonexempt**
Reports to: **Student Data Manager**
Supervises: **None**

POSITION SUMMARY:

Under the general direction of the Student Data Manager, the Registrar Specialist is responsible for processing student enrollments, transfers, and withdrawals, maintaining accurate student records, and supporting various administrative functions related to student data. The Registrar Specialist serves as a point of contact for students, families, and school personnel, ensuring efficient registration procedures and compliance with school policies. This role requires strong attention to detail, organizational skills, and customer service to assist families with school-related inquiries.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

- Register students, ensuring completion of all required documents and verifying necessary information.
- Guide students and families through the registration process, explaining school policies and procedures, 10-Consecutive Absences Policy, parking contract, class schedule, and childcare options as needed.
- Oversee and administer placement exams, ensuring accurate assessment and proper student placement based on results.
- Request, process, and verify student records from previous schools, including transcripts, cumulative files, and immunization records.
- Enter and update student data in PowerSchool and other school information systems.
- Maintain both physical and electronic student records, ensuring compliance with school and state requirements.
- Ensure immunization records are up to date and follow up with parents regarding missing or expired records.
- Manage and update student schedules, ensuring proper placement in English Language Development (ELD) courses as needed.
- Support audits and compliance reviews by preparing and verifying necessary student records.
- Coordinate and maintain enrollment waitlists for all student programs.
- Review and verify weekly attendance reports, identifying and resolving discrepancies.
- Enter transcript data, including grades, into PowerSchool and assist with GPA verification.
- Assist in generating reports related to enrollment, attendance, and academic performance.
- Provide general administrative support for the Student Data Manager, including data entry, file management, and scheduling tasks.

- Manage substitute teacher requests, ensuring proper placement and communication.
- Provide backup support for the front desk, assisting students, staff, and visitors as needed.
- Respond to student and parent inquiries, providing accurate and timely information about school programs and policies.
- Maintain positive relationships with students, families, and staff by providing excellent customer service.
- Communicates with various individuals and/or agencies (e.g. other schools, students, staff, parents, etc.) to provide information on enrollment and grading issues.
- File new CTC student cum files.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Associate of Arts degree in Education, Business Management, Public Administration, or a related field from an accredited institution. *(Highly Preferred)*
- Minimum of three (3) years of administrative or school registrar experience. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.

- Escuela Popular's school programs and enrollment policies.
- School policies and procedures, including attendance, student records, and discipline codes.
- PowerSchool and other student data systems for record management.
- Customer service principles and best practices.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Provide excellent customer service to students, families, and staff.
- Process and manage student records with a high level of accuracy and confidentiality.
- Use student information systems, such as PowerSchool, to enter, update, and retrieve data efficiently.
- Coordinate student enrollment and scheduling while ensuring compliance with school policies.
- Identify and resolve errors in student records, attendance, and transcripts.
- Work effectively in a fast-paced environment, managing multiple tasks with deadlines.
- Communicate clearly and professionally with students, parents, and colleagues.
- Sit or stand for long periods while performing clerical tasks.
- Learn and apply school policies and procedures related to student registration and academic records.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and

the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 62% sitting, 12% walking, and 26% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Sanchez Barrera, David revised

2025-2026 Employment Agreement and Job Description_Sanchez Barrera, David (revised)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Sanchez Barrera David I.pdf

☑ I acknowledge this document

X david sanchez 8/05/25 10:28:58 PM (CST)

David Sanchez Barrera
[7334]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & David Israel Sanchez Barrera

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$69,212.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Santacruz Jimenez, Jennifer Up

2025-2026 Employment Agreement and Job Description_Santacruz Jimenez, Jennifer

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Santacruz Jimenez Jennifer.pdf

☑ I acknowledge this document

X Jennifer Santacruz 7/10/25 4:17:35 PM (CST)

Jennifer Santacruz
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12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Jennifer Santacruz Jimenez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Academic Advisor**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$34.16** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Academic Advisor**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Student Services Director**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Academic Advisor works with both AM (AFLC & CTC) and PM (CTC) high school students to address academic, English proficiency, and career development needs. Advisors play a key role in implementing Escuela Popular's College and Career Program.

The Academic Advisor facilitates the student intake process, helps develop individualized learning plans, and guides students in setting goals and planning for the future. Working closely with the student services team, this role is essential for identifying at-risk students and coordinating timely interventions with both instructional and support resources. The Advisor also collaborates with families and staff to assess and address students' academic and social-emotional needs.

Academic Advisors are expected to offer flexible availability, including two evening shifts per week, to support both day and evening students effectively.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Student Academic Support & Counseling

- Maintain and update academic records for graduating students.
- Collaborates with students, parents, and staff to meet students' needs through prevention and intervention programs.
- Conduct orientation for incoming students.
- Assists in developing individualized learning plans.
- Monitor student progress and provide guidance on college admission, alternative pathways, and post-high school planning.
- Ensure senior students remain on track for graduation.
- Support students with college applications, the Federal Financial Aid (FAFSA), and the California Dream Act.
- Provide bilingual support or coordination with interpreters to ensure access for newcomer families.
- Provide academic assessment explanations and college admission test interpretations.
- Work with non-graduating seniors to explore alternative graduation or post-high school plans.

- Provides students and parents with information and assistance about college admission requirements, admissions tests and interpretation, financial aid, and a full range of non-college, post-high school alternatives.

Program Coordination & Student Engagement

- Organize and facilitate programs aimed at increasing student engagement and retention, including contextualized activities related to career pathways and postsecondary readiness, aligned to the College and Career Program.
- Assist in coordinating College Day, Career Day, college field trips, and visits from college counselors.
- Participates in parent-teacher conferences for at-risk students.
- Support the planning and facilitation of SST and 504 meetings.
- Assist with student scheduling each quarter and monitor schedule adjustments as needed.
- Collaborate on building a structured support system for dual/concurrent enrollment students, including weekly check-ins, resource referrals, and academic planning.
- Assist in bringing resources for social-emotional support.
- Facilitate meetings to review school expectations with students (e.g., dress code, attendance, behavior, school culture, etc.).
- Encourage leadership development in high school students.

Administrative Responsibilities

- Oversees student progress towards graduation requirements.
- Communicate with teachers regarding student performance and needed interventions.
- Assists in coordinating monthly school-wide events.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Academic Counseling or related field from an accredited institution. *(Required)*

- Minimum of three (3) years of experience in high school academic counseling. *(High Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- BCBA certification. *(Highly Preferred)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Current policies and best practices in academic counseling, college and career readiness, and student engagement.
- High school graduation requirements, college admission standards, and financial aid processes.
- Social-emotional learning principles and intervention strategies.
- Community resources available for student support.
- Student scheduling processes and academic records management.
- Ethical standards and confidentiality requirements related to student information.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Provide academic guidance, career planning, and social-emotional support with a focus on students developing English proficiency and navigating college and career systems.

- Work effectively with diverse teams, families, and external organizations.
- Clearly and professionally interact with students, parents, staff, and community partners.
- Identify student challenges and develop intervention strategies by using tools such as SSTs, 504s, and weekly data review meetings to ensure accurate and timely interventions.
- Maintain precise academic records and student documentation, including records aligned with CALPADS and CTE pathway tracking requirements.
- Adjust to changing student needs, school policies, and program requirements.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 70% sitting, 15% walking, and 15% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Soto, Ana Maria

2025-2026 Employment Agreement and Job Description_Soto, Ana Maria

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Soto Ana Maria.pdf

☑ I acknowledge this document

X

6/03/25 4:07:03 PM (CST)

ANA SOTO [2014]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ana Maria Soto

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Assessment Specialist**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 234
School Calendar: 12 Month

3. **Compensation**

The hourly pay for this position is **$37.95** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

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10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Assessment Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Compliance Manager**
Supervises:	**Assessment Proctor, Assessment Proctor Substitute**

POSITION SUMMARY:

Under general direction, the Assessment Specialist is responsible for the coordination, implementation, and administration of student assessments at Escuela Popular. This role maintains assessment records, manages student data, and ensures compliance with state and school testing protocols. The Assessment Specialist also trains and supports Assessment Proctors, monitors testing environments, and communicates testing requirements to stakeholders.

The position requires strong organizational skills, attention to detail, and technical proficiency in handling assessment platforms and student data systems. The Assessment Specialist also actively participates in workshops, meetings, and professional development sessions to stay current on testing regulations and best practices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Assessment Administration & Compliance

- Administer assessments and monitor test sessions to ensure compliance with state and school policies.
- Organize, schedule, and oversee testing sessions for various academic departments.
- Ensure that state-mandated student testing participation rates meet or exceed 95%.
- Maintain security and integrity of testing materials and environments.
- Serve as a resource for assessment-related inquiries, supporting students, staff, and leadership.
- Prepare and distribute testing materials, ensuring all required resources are available for assessment sessions.

Data Management & Reporting

- Input, update, and manage student assessment data in school databases with accuracy.
- Ensure correct assignment of State Student Identification (SSID) for students in AFLC and for students under 22 years in the CTC program, preparing data for testing in TOMS, CalPADS, and PowerSchool.
- Research, compile, and verify student and assessment data to ensure accuracy in reporting.
- Maintain detailed records, reports, and documentation related to state and school assessments.
- Overseeing state and local testing (e.g., ELPAC, SBAC, PFT, NWEA) and reclassification processes.

Training & Coordination

- Train and provide ongoing support to Assessment Proctors and substitutes to ensure proper test administration.
- Monitor inventory levels and order testing supplies as needed.
- Coordinate and attend meetings, workshops, and professional development sessions to stay updated on assessment policies.
- Communicate assessment policies, procedures, and updates to leadership, staff, and external agencies.

Technology & System Support

- Understand and utilize resources from the CAASPP/ELPAC platform to support school assessment initiatives.
- Learn and use assessment-related software programs, ensuring compliance with testing requirements.
- Operate office equipment and maintain confidentiality in student records and testing data.
- Preparing and maintaining records, reports, and files related to assessment.
- Maintain and update the school's assessment calendars to ensure timely test administration.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Associate of Arts degree or actively pursuing one in Computer Science, Statistics, Test, or Measurement from an accredited institution. *(Highly Preferred)*
- Minimum of three (3) years of experience in test assessment or similar functions. *(Required)*
- CPR Certification. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Standardized testing procedures, protocols, and security measures.
- Data management principles and assessment policies.
- State and local assessment testing standards, reporting procedures, and compliance requirements.
- Student information systems (e.g., PowerSchool, CalPADS, TOMS).
- FERPA regulations regarding student data privacy and security.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Interpret and analyze assessment results to support student success.
- Effectively communicate testing procedures and expectations to students, staff, and families.
- Learn and utilize new software programs for assessment management.
- Follow detailed testing protocols and maintain compliance with regulations.
- Verify and manage student information accurately within multiple data platforms.
- Maintain confidentiality and safeguard student records.
- Troubleshoot technical issues related to assessment administration.
- Work independently and collaboratively to support school-wide assessment initiatives.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 30% sitting, 40% walking, and 30% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 10 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Stanton, Ethan

2025-2026 Employment Agreement and Job Description_Stanton, Ethan

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Stanton Ethan.pdf

☑ I acknowledge this document

X *Ethan Stanton* 5/14/25 1:04:57 AM (CST)

Ethan Stanton [284]
70.235.140.90

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Ethan A. Stanton

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position:198
School Calendar: 10.5 Months

3. **Compensation**

The annual compensation for this position shall be **$102,807.00**, to be paid semi-monthly over twenty one (21) pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title: **Teacher (High School)**
FLSA Status: **Exempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.
- Maintains proper control and suitable learning environment.

- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.
- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.

- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Tapia Montano Juliana

2025-2026 Employment Agreement and Job Description_Tapia Montano Juliana

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

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I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Tapia Montano Juliana.pdf

☑ I acknowledge this document

X *Juliana Tapia M.* 6/15/25 3:11:38 PM (CST)

Juliana Tapia Montano
[309]
24.6.119.146

2025-2026 AT-WILL EMPLOYMENT AGREEMENT Between
ESCUELA POPULAR & Juliana Tapia Montano

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the abovenamed employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Coordinator** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **classified exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position: 234
School Calendar: 12-month

3. **Compensation**

The annual compensation for this position shall be **$84,400**, to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

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Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

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The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

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The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. Employment At-Will

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Childcare Coordinator**
FLSA Status:	**Exempt**
Classification:	**Classified**
Reports to:	**Human Resources Manager**
Supervises:	**Childcare Services Assistant, Childcare Specialist, Childcare Specialist Substitute**

POSITION SUMMARY

Under general direction, the Childcare Coordinator oversees the planning, organization, implementation, and supervision of Escuela Popular's childcare program. This role ensures high-quality, developmentally appropriate childcare services while maintaining compliance with safety and regulatory standards.

The Childcare Coordinator is responsible for creating an engaging and nurturing learning environment that aligns with Lifeways activities based on the Waldorf program. The program serves children of students and staff members, ranging from 6 months to 12 years old, and fosters holistic development through structured play, creative activities, and social-emotional learning.

As a leadership role, this position involves staff supervision, program development, compliance monitoring, and administrative oversight to ensure the childcare program operates efficiently and meets the needs of the community.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Program Leadership & Administration

- Leads the childcare team in fostering a collaborative, nurturing, and developmentally appropriate environment aligned with the school's vision, mission, and values.
- Develops, implements, and evaluates childcare policies, curriculum, and daily operations to ensure program effectiveness.
- Oversees compliance with state and local childcare regulations, including health and safety standards.
- Maintains accurate records of enrollment, attendance, child development, immunization, and health assessments.
- Manages program registration, scheduling, and waitlist processes.
- Leads annual childcare program promotion and community engagement efforts.
- Promotes a school climate that supports student and staff success while fostering respect and appreciation for all community members.

- Maintains a safe and secure environment for students, staff, visitors, and property.
- Ensures a structured and nurturing learning environment.
- Develops and implements program policies and activities, including cost estimates for future needs.
- Orders and maintains childcare supplies and equipment.

Staff Supervisor & Training

- Supervises, trains, and provides ongoing professional development for childcare staff.
- Assists in recruiting and onboarding Childcare Specialists to ensure a qualified team.
- Develops and schedules in-service training, safety workshops, and staff development sessions.
- Conducts monthly workshops on hygiene, safety standards, and compliance with Santa Clara County Health regulations.
- Ensures that all childcare staff maintain current CPR certification.

Childcare Program & Curriculum Development

- Designs and implements age-appropriate activities and lesson plans aligned with Waldorf-inspired Lifeways principles.
- Ensures a structured, engaging, and nurturing learning environment that promotes children's cognitive, social, and emotional development.
- Encourages creative play, storytelling, music, and nature-based learning activities as part of the curriculum.
- Supports behavior management strategies that align with positive discipline approaches.
- Builds relationships with families to provide parent education and support services as needed.
- Leads annual childcare program promotion.
- Manages the Childcare Specialists in daily functions.

Compliance, Safety, & Reporting

- Ensures the **childcare program operates in compliance with all safety and regulatory requirements.**
- Prepares reports for **Child Protective Services (CPS)** and other relevant agencies as required.
- Maintains a **safe, clean, and organized childcare environment**, ensuring adherence to all safety protocols.
- Resolves **staffing challenges** and adjusts policies or procedures to improve **program operations.**

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.

- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education, Business Management, or Public Administration from an accredited institution. *(Highly Preferred)*
- Associate of Arts degree in Education, Business Management, or Public Administration from an accredited institution. *(Required)*
- Minimum of five (5) years of childcare school-based experience. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- Early childhood education principles, child development, and age-appropriate learning activities.
- State and local childcare licensing regulations and compliance requirements.
- Health and safety protocols for childcare settings.
- Waldorf-inspired Lifeways approach to child development.
- Positive behavior management strategies for young children.
- Best practices in staff supervision, team leadership, and conflict resolution.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.

- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community. ● Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Effectively supervise, train, and mentor childcare staff.
- Develop and implement structured childcare programming that meets diverse developmental needs.
- Create an environment where children from diverse backgrounds feel comfortable and supported.
- Build strong relationships with students, families, and staff.
- Ensure program compliance with state and local childcare regulations.
- Handle sensitive situations with confidentiality, professionalism, and cultural competence.
- Communicate effectively in English and Spanish, both verbally and in writing.
- Multitask and manage competing priorities in a fast-paced environment.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 40% sitting, 30% walking, and 30% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 30 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects;

chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Torres Hermosillo, Hortencia

2025-2026 Employment Agreement and Job Description_Torres Hermosillo, Hortencia

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Torres Hermosillo Hortencia.pdf

☑ I acknowledge this document

X Hortencia Torrres 6/05/25 5:18:23 PM (CST)

HORTENCIA TORRES
HERMOSILLO [147]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Hortencia Torres Hermosillo

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to

abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 198
School Calendar: 10.5 months

3. **Compensation**

The annual compensation for this position shall be **$75,231**, to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed,AAA or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
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WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Torrez Peralta, Maria E. NEW

2025-2026 Employment Agreement and Job Description_Torrez Peralta, Maria Esperanza (revised)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

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2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

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I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Torrez Peralta Maria Esperanza.pdf

☑ I acknowledge this document

X 8/05/25 6:18:08 PM (CST)

MARIA TORREZ PERALTA [436]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Maria Esperanza Torrez Peralta

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Instructional Leader** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further

agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **credential exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent
with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Workdays for Position: 234
School Calendar: 12-month

3. **Compensation**

The annual compensation for this position shall be **$113,200**, to be paid semi-monthly over 24 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the

anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the
Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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JOB DESCRIPTION

Title:	**Instructional Leader (HS: AFLC/CTC)**
FLSA Status:	**Exempt**
Reports to:	**Principal**
Supervises:	**Teacher, CTE Instructor, Teacher Assistant, Teacher Substitute, Teacher on Special Assignment (TOSA)**

POSITION SUMMARY:

Under general direction, the Instructional Leader (HS: AFLC/CTC) provides strategic leadership in developing, implementing, and evaluating educational programs for the AM High School Youth and Adult Learning programs. This role focuses on optimizing resources, time, and space to ensure a safe, engaging, and effective learning environment for students, staff, and the community.

The Instructional Leader supports teachers, CTE Instructors, and instructional aides by providing coaching, professional development, and curriculum guidance to enhance instructional quality and student outcomes. This position plays a critical role in student achievement, program compliance, and fostering a culture of continuous improvement.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Organizational Leadership

- Upholds and advances the Family Learning Center model, ensuring alignment with the school's mission, vision, and values.
- Leads instructional staff in developing a positive and student-centered school culture.
- Fosters a climate of respect, equity, and engagement among students, staff, and families.
- Oversees assigned AM high school youth and adult education programs, ensuring objectives are met.
- Ensures the safety and security of students, staff, and school property.
- Assists in developing school-wide goals and strategic planning.
- Creates a culture of excellence, teamwork, and collaboration among the staff, students, and families.
- Oversees the student enrollment process to meet targeted enrollment projections.
- Enforces student discipline policies consistently and fairly.
- Works collaboratively with school leadership and directors to set priorities and implement strategic plans.
- Ensures compliance with local, state, and federal funding sources, laws, and regulations.
- Ensures compliance with local, state, and federal regulations, funding requirements, and accreditation standards.
- Provides direct support and mentorship to the Teacher on Special Assignment (TOSA).

Instructional Leadership

- Manages, evaluates, and supports high school youth and adult education teachers and instructional staff.
- Leads data-driven instruction by facilitating discussions on student performance and achievement trends.
- Ensures the use of effective, research-based teaching methodologies and assessment practices.
- Guides curriculum alignment, lesson planning, and instructional design.
- Supports teachers in improving instructional delivery through coaching, modeling, and professional development.
- Oversees the implementation of Career Technical Education (CTE) pathways and curriculum.
- Provides curriculum training and resources to staff.
- Fosters culture and professionalism among Teachers and staff.
- Monitors the academic progress of students to ensure achievement of learning outcomes.
- Establishes high expectations for instructional rigor and student engagement.
- Ensures Teachers and instructional staff are prepared for class and on time.

Student Achievement & Engagement

- Develops and implements a vision for academic success for all students, including adults returning to education.
- Enforces a student code of conduct aligned with school values and behavioral expectations.
- Communicates and enforces school policies and student expectations.
- Ensures instructional programs meet or exceed state and school accountability measures.
- Fosters student engagement through career-focused, hands-on, and real-world learning opportunities.
- Strengthens family and community engagement through outreach and communication.

Personnel Management & Development

- Regularly monitors and assesses teacher and staff performance, providing targeted coaching and feedback.
- Initiates and oversees performance improvement plans and disciplinary actions as needed.
- Provides mentorship, training, and professional development for instructional staff.
- Serves as a liaison between teachers, students, families, and the community, ensuring collaboration and communication.
- Models self-reflection, continuous learning, and resilience in leadership.

Special Education & Student Support Services

- Serves as liaison and administrative representative in Student Support Team (SST) and Individualized Education Program (IEP) meetings.
- Assists staff in coordinating SST documentation and intervention strategies.
- Supports the development of alternative instructional strategies for at-risk students.
- Ensures that students with special needs receive appropriate support and accommodations.

Other:

- Supports school initiatives for a safe and healthy environment.

- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master of Arts degree in Education or a related field from an accredited institution. *(Highly Preferred)*
- Bachelor of Arts degree in Education or a related field from an accredited institution. *(Required)*
- Minimum three (3) years of experience in teaching, administration, and/or school leadership. *(Required)*
- Valid Teaching Credential from the Commission on Teacher Credentialing, preferably in Administration. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.
- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- High school (youth and adult) education instructional models and best practices.
- Bilingual education strategies.
- Career and Technical Education (CTE) programs and workforce development trends.
- State and federal education policies, including adult education compliance requirements.
- Effective professional development and coaching models.
- Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of school students.
- Principles of administrative and budgetary analysis.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Lead and inspire instructional staff in high school education settings.
- Analyze and use student data to improve instructional outcomes.
- Effectively coach and mentor teachers and instructional staff.
- Engage and support families in student learning and career readiness.
- Manage multiple priorities in a dynamic educational environment.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 60% sitting, 20% walking, and 20% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

Occasionally: 11% - 33% (up to 3.0 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Yanez Ulloa, Eloisa

2025-2026 Employment Agreement and Job Description_Yanez Ulloa, Eloisa

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Yanez Eloisa.pdf

☑ I acknowledge this document

X Eloísa Yáñez Ulloa

5/15/25 3:45:30 PM (CST)

ELOISA YANEZ ULLOA
[285]
172.59.161.252

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Eloisa Yanez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Childcare Specialist** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1.00
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**38.30**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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EscuelaPopular

Educates to transform lives.

JOB DESCRIPTION

Title:	**Childcare Specialist**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Childcare Coordinator**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Childcare Specialist leads in developing, implementing, and monitoring classroom activities while ensuring a warm, peaceful, and secure environment for children. Leveraging methods derived from Lifeways activities, the Childcare Specialist is dedicated to ensuring that each child achieves their full potential. This involves representing the program to parents of children in the childcare program and effectively communicating program details and practices to parents of children within their assigned classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

Childcare & Classroom Management

- Provides a safe, structured, and engaging learning environment using Lifeways methods.
- Plans and implements age-appropriate activities that promote cognitive, social, and emotional growth.
- Adapts daily activities to meet the individual needs of children.
- Ensures proper supervision of children at all times, including during classroom activities, mealtime, and outdoor play.
- Establishes clear expectations and provides positive discipline strategies to support behavior management.
- Prepares, sets up, and assists students during mealtime.
- Sets up the classroom for nap/rest time.
- Contributes to a positive and engaging classroom atmosphere.

Health & Safety Compliance

- Maintains a clean, organized, and sanitary classroom environment.
- Creates and maintains a physically and emotionally safe environment for all students.
- Reports injuries, illnesses, or behavioral concerns to the Childcare Coordinator and parents immediately, following proper documentation procedures.
- Ensures proper hygiene, food handling, and rest-time protocols.
- Takes required breaks and lunch outside the classroom as per program policies.

Parent & Family Engagement

- Communicates daily updates with parents regarding student progress, behavior, and activities.

- Encourages parent involvement in childcare events and program activities.
- Provides timely communication to parents regarding events and activities.
- Documents and maintains records of parent communications and concerns.
- Responds promptly to student and parent inquiries or concerns.

Administrative Responsibilities

- Maintains accurate records of student attendance, observations, and progress.
- Completes required reports and documentation in a timely manner.
- Provides support to childcare substitutes when assigned.
- Prepares reports for Child Protective Services (CPS) or other agencies when necessary.
- Participates in childcare events, including parent meetings, open houses, and fundraisers.
- Completes administrative tasks and paperwork promptly.

Collaboration & Professionalism

- Works collaboratively with colleagues, Childcare Specialists, and the Childcare Coordinator.
- Reports any safety concerns or program challenges to the Childcare Coordinator.
- Maintains professionalism and confidentiality in all interactions.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- 12 units in education or early childhood development from an accredited institution. *(Required)*
- At least one year of experience working with children ages 6 months to 12 years. *(Required)*
- Bilingual in English and Spanish. *(Required)*
- CPR Certification *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Early childhood education principles and developmentally appropriate practices.
- Positive behavior management strategies.
- Lifeways curriculum and its application in early childhood education.
- Proper hygiene, nutrition, and food handling protocols.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Foster a safe, nurturing, and inclusive learning environment.
- Adapt lesson plans and activities to meet individual student needs.
- Effectively communicate with parents, staff, and administrators.
- Maintain accurate student records and complete reports as required.
- Work collaboratively as part of a team while also demonstrating independence in responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 Employment Agreement_Cisneros, Cristina

2025-2026 Employment Agreement_Cisneros Sandoval, Cristina (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Cristina Cisneros Sandoval.pdf

☑ I acknowledge this document

X Cristina Cisneros S. 9/26/25 4:38:42 PM (CST)

Cristina Cisneros Sandoval [2058]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Cristina Cisneros Sandoval

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1.00
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$32.32,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 Employment Agreement_Gomez, Rosalba

2025-2026 Employment Agreement_Gomez, Rosalba Flores (updated)

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Rosalba Flores Gomez.pdf

☑ I acknowledge this document

X Rosalba Gomez 9/26/25 5:27:16 PM (CST)

Rosalba Flores Gomez
[2069]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Rosalba Flores Gomez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **High School Paraprofessional**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **CLASSIFIED NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 0.81
Total Number of Work Days for Position: 158
School Calendar: 10.5 Months

3. **Compensation**

The hourly pay for this position is **$32.32,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable

discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **High School Paraprofessional**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Lead Teacher and Instructional Leader, the High School Paraprofessional provides essential instructional support to enhance student learning and development. This role assists teachers in delivering lessons, reinforcing instruction, and maintaining a structured and positive learning environment. The Paraprofessional works closely with students, faculty, and support staff to contribute to students' academic achievement and social growth.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instruction & Lesson Support

- Collaborate with the Lead Teacher in lesson planning and follow the scope and sequence provided by the instructional leaders.
- Assists in delivering lessons that integrate academic, technical, and employability skills.
- Assist students during lessons, provide small-group support, and help with grading assignments and assessments.
- Help assess student learning through regular formative and summative assessments and provide required progress reports.
- Respond promptly to student questions and provide support during preparation periods.
- Prepare materials and collaborate with colleagues during prep time to support instruction and student success.

Classroom Environment & Student Engagement

- Maintain a safe, inclusive, and supportive classroom that fosters learning and respects all students.
- Monitor behavior and manage the classroom in alignment with school expectations.
- Provide timely referrals for students to additional school services and supports as needed.

Record & Compliance

- Accurately maintain grades, attendance, and student progress records in Google Classroom and other required systems.
- Ensure all records are complete and correct in accordance with school policy, administrative regulations, and applicable laws.
- Protect the safety of students, equipment, and materials at all times.

Professional Responsibilities

- Arrive at the classroom at least 30 minutes before the first class and attend all work and meetings on time, prepared to fulfill duties.
- Check and respond to work emails daily during work hours to stay informed of updates.
- Support school initiatives promoting a safe and healthy environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Travel occasionally as required and perform other duties as assigned

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma. *(Required)*
- Bachelor of Arts degree in education or a related field from an accredited institution. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Educational software, learning platforms, and productivity tools (Microsoft Office, Google Suite, PowerSchool).
- Strong interpersonal communication skills, both written and oral.
- Time management, organization, and classroom management best practices.
- Conflict Resolution and Positive Behavior Support Strategies.

Ability to:

- Exercise independent judgment and maintain professionalism, integrity, and confidentiality at all times.
- Uphold ethical standards and model school values in every interaction.
- Demonstrate empathy, cultural awareness, and responsiveness to the diverse needs and backgrounds of students, families, and colleagues.
- Remain courteous and respectful while using verbal de-escalation and preventive techniques when needed.
- Build and sustain positive relationships with students, families, colleagues, and community partners.
- Offer and accept constructive feedback to support growth and continuous improvement.
- Adjust to shifting priorities, schedules, instructional strategies, and evolving technology platforms.
  Handle multiple tasks and meet deadlines under pressure while maintaining accuracy and composure.
- Maintain precise records and complete data entry with attention to detail
- Identify and correct errors or omissions independently.
  Exercise discretion in handling sensitive information and student records.
  Assist teachers with lesson implementation, small-group instruction, and individualized student support.
- Lead small groups, deliver specialized curriculum as directed, and support students with behavioral needs.
- Perform clerical tasks such as organizing instructional materials and tracking student data.
- Supervise students during yard duty and ensure a safe environment.
- Report to work regularly and punctually, demonstrating consistent dependability.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to 25 pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

EXHIBIT “D-2”

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Almanza Alejandra

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position:198
School Calendar: 10.5 months

3. **Compensation**

The annual compensation for this position shall be **$70,913.00** to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/7/2026

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4937-7342-4436, v. 1

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Cristina Cisneros

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Administrative Assistant**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:234
School Calendar:12 month

3. **Compensation**

The hourly pay for this position is **$27.09**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

   The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

   The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

    The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

    Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or

without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. **Waiver of Breach**

   The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

   The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

   This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified

herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title:	**Administrative Assistant**
FLSA Status:	**Nonexempt**
Classification:	**Classified**
Reports to:	**Student Data Manager**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Administrative Assistant performs a diverse range of clerical duties to support functions and programs within the assigned site or department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to, the following:

- Performs routine clerical tasks such as filing, tracking, and recording information.
- Sorts and files documents and records, maintaining alphabetical index and cross-reference files.
- Acts as a receptionist, answering phones and assisting visitors.
- Schedules meetings, inspections, and appointments.
- Receives, sorts, and distributes incoming and outgoing correspondence and mail.
- Makes referrals to services and programs available at the school.
- Receives, issues, and processes various applications, enrollment forms, and other forms.
- Maintains and updates mailing lists.
- Enters and processes data, proofreads documents, and operates office equipment.
- Maintains spreadsheets, databases, and automated systems.
- Conducts research and coordinates record-keeping.
- Assist in preparing for meetings, presentations, and events.
- Builds and maintains positive working relationships with co-workers and the public using principles of good customer service.
- Processes documents, forms, mailings, and materials (e.g., requests, bus passes, etc.) to disseminate information.
- Maintain information on departmental intranet or school website pages.
- Evaluates situations (e.g., involving other staff, students, parents, the public, police, probation department, etc.) and take appropriate action or refer to relevant personnel.
- Verify attendance records for Dual Language and High School Youth academies by calling families to confirm if absences are excused or not excused.
- Provide students with tardy passes.
- Assist with COVID-19 testing and record keeping.
- Transfer excuse slips on PowerSchool.
- Record absent students on the Student Absent Tracking Sheet.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Associate of Arts degree in Education or related field from an accredited institution. *(Highly Preferred)*
- High School Diploma or 48 unit credits from an accredited institution. *(Highly Preferred)*
- Minimum of one (1) year in administration, preferably in a school setting. *(Required)*
- Bilingual in English and Spanish. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- School programs offered by Escuela Popular.
- School policies and practices with regard to person and property safety, visitors on campus, and student code of conduct and discipline.
- Master Class Schedule, Bell Schedule, and school/student calendar.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.

- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Operate office equipment such as computers, including software, information systems, phones, copiers, etc.
- Provide exceptional customer service to both internal and external individuals.
- Perform a variety of responsible clerical duties in support of department operations, including but not limited to maintenance of appropriate records and preparation of general reports.
- Sit at a desk and/or stand at a counter for long periods of time.
- Intermittently twist and reach for office equipment.
- Learn services and resources available to students, parents, and Staff.
- Type at a speed necessary for successful job performance.
- Learn the organization, procedures, and operations of the site or Program as necessary to assume assigned responsibilities.

Each of these essential tasks must be performed individually and unassisted by other persons since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain the physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 80% sitting, 5% walking, and 15% standing. Sufficient strength, stamina, physical ability, and mobility to maintain a rigorous work schedule requiring continuous physical exertion by performing manual labor, including lifting, carrying, pushing, and/or pulling or otherwise moving moderately heavy to heavy loads up to [**#**] pounds.

Never: 0%

Frequently: 34% - 66% (up to 6 hours)

Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive, and the school reserves the right to revise it as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

Cristina Cisneros Sandoval

Full Name:_____

Signature:_____ Date:12/02/2025

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Richard Abrego

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **October 16, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$ 46.62,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature: Richard Abrego

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Araceli Aguayo

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **September 29, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$37.00,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature: _____

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Alejandra Almanza

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **September 29, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$36.37,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Yuliana Campos

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 14, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$37.00,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Judith Cortes

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 8, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$60.00,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Silvia Cortes

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **September 19, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$60.00,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Aaron Gonzalez

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 15, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$40.19,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Amber Gonzalez

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 5, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$37.00,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

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7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

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The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Charnice Haynes

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **October 24, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 187
School Calendar: 10

2. **Compensation**

The hourly pay for this position is **$58.15,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature: Charnice Haynes

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Astrid Hernandez

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 12, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$35.02,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature: Astrid Hernandez Gonzalez

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Litzy Hernandez

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 25, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$45.01,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Arelis Jaimes

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **October 17, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Paraprofesional.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Classified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 187
School Calendar: 10

2. **Compensation**

The hourly pay for this position is **$24.45,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Sally Mendoza

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **September 29, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$57.73,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Isaias Rivera

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **September 12, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 187
School Calendar: 10

2. **Compensation**

The hourly pay for this position is **$40.53,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Olga Rodriguez

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 5, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$49.08,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Magali Tapia

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **October 17, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$51.65,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Hortencia Torres

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **October 1, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$47.49,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature: Hortencia Torres

Date: 1/5/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Luis Villalvazo

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **August 14, 2025** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$40.19,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/5/2026

EXHIBIT “D-3”

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Jennifer Proffit

THIS EMPLOYMENT AGREEMENT (" Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"), **January 6, 2026** The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher.** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

1. **Work Schedule**

The work schedule for this **Certified Non-Exempt** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Work Days for Position: 198
School Calendar: 10.5

2. **Compensation**

The hourly pay for this position is **$57.67,** subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

3. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

4. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

5. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

6. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

7. **Child Abuse and Neglect Reporting**

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

8. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

10. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Signature:

Date: 1/7/2026

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Jennifer Proffitt

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time on the sole discretion of EP.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be Monday through Friday or stated on your Paylocity Self Service Portal. While the Employee shall be available on-site during this time period, the duties of this **Certificated exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. In addition, the Employee is expected to attend the following events: Tutoring Sessions, Family Nights, Graduation, PER Speeches Mentorship; as well as participate in the following one or more committees: Prom, End of Year Family BBQ, Graduations, Autumn festival, Jaguars' Winter Concert, Spelling Bee, Cesar Chavez, Family Appreciation Day, Crisis Response Team, LGBT, School Site Council, Students' Appreciation Day, Teacher Appreciation Week, Gratitude Day, Annual Parent Conference/Open House, Health Fair, Spirit Days, College Week, Founder's Day, PER Speeches. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: 1
Total Number of Workdays for Position:198
School Calendar: 10.5 months

3. **Compensation**

The annual compensation for this position shall be **$91,342**, to be paid semi-monthly over 21 pay periods, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in

accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

   If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Name: Jennifer Proffitt

Signature: Date: 12/10/2025

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4937-7342-4436, v. 1

JOB DESCRIPTION

Title:	**Teacher (High School)**
FLSA Status:	**Exempt**
Reports to:	**Instructional Leader**
Supervises:	**None**

POSITION SUMMARY:

Under general direction, the Teacher creates an engaging and rigorous learning environment that prepares students for college, careers, and lifelong learning. The teacher designs, implements, and evaluates standards-based lessons, fosters critical thinking and problem-solving, and supports students' academic, social, and emotional growth. Responsibilities include curriculum planning, classroom management, student assessment, and participation in professional development. The teacher also collaborates with colleagues, supports school-wide instructional strategies, and maintains strong communication with students, parents, and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional Leadership & Curriculum Development

- Develops and delivers rigorous, standards-aligned lessons that foster analytical thinking and subject-matter expertise.
- Utilizes differentiated instruction to meet the needs of diverse learner styles and student needs.
- Assesses student progress based on academic achievement objectives.
- Uses instructional techniques and materials appropriate to the course and student developmental level.
- Creates and modifies curriculum materials to enhance student learning and align with state and school standards.
- Designs assessments to measure student growth, competency, and skill mastery.
- Relays content in diverse ways (visual, verbal, written, hands-on, interactive) to maximize student engagement.
- Periodically evaluates the effectiveness of instruction and makes necessary adjustments.
- Integrates technology, project-based learning, and real-world applications into instruction.
- Teaches with calm, patience, and creativity while employing motivating methods.
- Develops and presents lessons whose performance objectives are understood by the students and are supportive of school goals and objectives.

Classroom Management & Student Engagement

- Establishes clear expectations and a structured classroom environment that promotes respect, responsibility, and academic excellence.

- Maintains proper control and suitable learning environment.
- Implements positive behavior interventions and restorative practices to support student success.
- Creates a positive and caring learning environment that fosters student success.
- Monitors student progress on IEP goals and attends relevant meetings.
- Provides data utilizing student work samples and records to update progress reports and goals.
- Encourages active student participation through discussions, collaborative projects, and experiential learning.
- Responds to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to appropriate parties.
- Utilizes varied instructional strategies to accommodate different learning styles and abilities.
- Monitors student progress and provides timely feedback to students and parents.

Assessment, Student Support, & Data Management

- Uses data-driven instruction to guide lesson planning and student interventions.
- Maintains accurate student records, including grades, attendance, and assessment data, using PowerTeacher Pro Gradebook/Google Classroom Gradebook in a timely manner.
- Inputs final grades into the grading system before established deadlines.
- Analyzes student performance to differentiate instruction and implement targeted supports.
- Identifies and understands the learning needs of special education students.
- Plans lessons with standards-based IEP goals in mind for students with disabilities.
- Cooperates with education specialists and paraprofessionals to provide necessary student accommodations.
- Supports college and career readiness by incorporating real-world skills, project-based learning, and post-secondary planning.
- Provides academic support and office hours for students as needed.

Collaboration & Professional Responsibilities

- Demonstrates and promotes punctuality and effective time management.
- Properly uses prep periods for instructional planning.
- Engages in professional development, workshops, and educational conferences to remain current on best practices.
- Participates in interdisciplinary collaboration and school-wide instructional initiatives.
- Provides mentorship to new teachers, student teachers, and support staff when applicable.
- Cooperates in the use and care of all equipment and materials.
- Participates in school/community-related organizations and events.
- Recognizes their function as being in loco parentis and acts in accordance with state law and school regulations.
- Adheres to all school policies, procedures, and state education regulations.
- Follows proper procedures when requesting absences.
- Prepares detailed lesson plans and materials for substitutes.
- Attends conferences and professional development.
- Actively supports extracurricular activities and school-wide initiatives.
- Arrives in the classroom 30 minutes before the first class starts.

- Supervises students and maintains safety protocols in the classroom and on campus.

Parent & Community Engagement

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Participates in parent-teacher conferences, Family Nights, and other school events to foster strong school-community relationships.
- Collaborates with school counselors and student services to address academic, behavioral, and emotional needs.
- Communicates with students and parents strictly on school/academic-related matters.
- Supports extracurricular activities, school events, and community engagement initiatives.

Other:

- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions as approved by a supervisor.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- May require travel or remote work with supervisor's approval.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Liberal Studies, Teaching, or a related field from an accredited college or university. *(Required)*
- Valid California Teaching Credential from the Commission on Teacher Credentialing in Single Subject for the subject taught with an EL/CLAD Authorization or in the process of receiving one from CTC. *(Required)*
- One (1) year of classroom setting teaching students preferably in an urban environment. *(High Preferred)*
- Bilingual in English and Spanish. *(Required if applicable due to course area)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- School policies, procedures, and compliance standards.
- Time management with proven ability to meet deadlines.
- Problem-solving, critical thinking, and conflict resolution skills.

- Strong written and interpersonal communication skills, both written and oral, with excellent verbal and written communication skills.
- Data management, including Microsoft Office, Google Suite, and school databases.
- Management, organizational, and people leadership skills.
- School attendance policies, procedures, and regulations.
- Current knowledge of school adopted curriculum and instructional materials.
- Instructional methods appropriate for the students at the respective grade level.
- School attendance policies, procedures, and regulations.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain accuracy and detailed records.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adapt quickly to changes.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Work extended or irregular hours, including AM & PM shifts as needed.
- Manage small and large groups of students in a classroom environment.
- Communicate effectively with students, parents, school administrators, and other staff, including the ability to discuss topics that may be sensitive.
- Teach non-English speakers to understand, read, write, and speak English.
- Research, compile and verify a variety of student's information.
- Perform all other related work delegated or required to accomplish the objectives of the total school program.
- Meet professional teacher education requirements of school and state.
- Assist in yard duty supervision when needed.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 EA and JD_Marquez, Juan De Dios

2025-2026 Employment Agreement and Job Description_Marquez, Juan De Dios

Employment Agreement Acknowledgement (Acceptance of Employment):

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.
2. All information I have provided to EP related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Job Description Acknowledgement:

I acknowledge I have received and read the attached job description. I fully understand the requirements including my duties and responsibilities of this job description. I also understand this is to be used as a guide and I will be responsible for performing the duties outlined in the job description as well as other duties as assigned. I am able to perform the essential duties and functions outlined in the job description. I understand that my job may change on a temporary basis or regular basis according to the needs of Escuela Popular (EP) without it being specifically included in the job description.

I also acknowledge that it is my responsibility to ask for clarification if I do not understand any aspects of this job description. If I have questions about the job duties, I will discuss them with my immediate supervisor or Human Resources. I further understand that this job description does not provide a binding contract for any specific period of time of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment, and does not change my at-will employment status with EP. EP reserves the right to modify, alter, add to or delete the provision of this job description at any time with or without notice.

Please download the Employment Agreement and Job Description and acknowledge you have read them.

Attachment: Marquez Juan De Dios.pdf

☑ I acknowledge this document

X *Juan Marquez* 5/13/25 7:58:11 PM (CST)

Juan Marquez [8014]
12.201.4.139

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Juan De Dios Marquez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

   The Employee shall work in the position of **PE Paraprofessional** The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.
2. **Work Schedule**

The work schedule for this **Classified NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE:1
Total Number of Work Days for Position:198
School Calendar:10.5 month

3. **Compensation**

The hourly pay for this position is $**27.50**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's

employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **Paraprofessional (PE)**
FLSA Status: **Nonexempt**
Reports to: **Athletics Coordinator**
Supervises: **None**

POSITION SUMMARY:

Under the direct supervision of the Athletics Coordinator, the Paraprofessional (PE) supports the Physical Education (PE) program by assisting in physical activities, student engagement, and fitness instruction. This role involves working closely with students in a PE setting, reinforcing lesson plans, maintaining equipment, and ensuring a safe and active learning environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional & Student Support

- Works with individual students and small groups to support participation in physical education exercises and sports, following the PE lesson plans provided by the PE teacher or Athletics Coordinator.
- Assists in teaching physical fitness, health education, and sports skills, ensuring student engagement in age-appropriate physical activities.
- Encourages students to express themselves through physical activity while promoting a healthy and active lifestyle.
- Assists the teacher in monitoring student progress, providing guidance, and reinforcing PE curriculum goals.
- Supports classroom and behavioral management, ensuring a safe and inclusive environment for all students.

Supervision & Safety

- Supervises students in PE classes, playgrounds, athletic fields, gymnasium, cafeteria, and during school dismissal to maintain a safe and structured learning environment.
- Conducts safety checks on equipment and field areas to ensure student safety before and after PE activities.
- Monitors student behavior and assists in implementing behavioral interventions as directed by the PE teacher.
- Assists in coordinating gym or field availability for practices and games.

Equipment & Administrative Support

- Assists in cleaning, maintaining, and organizing PE equipment and uniforms.
- Ensures compliance with league requirements for athletic participation.
- Assists in planning and scheduling athletic competitions, practices, and fitness activities.

Collaboration & Communication

- Communicates effectively with students, teachers, and staff regarding PE activities, schedules, and student progress.
- Alerts the PE teacher or Athletics Coordinator to any student-related concerns or safety issues.
- Collaborates with school staff and administration to promote physical wellness programs and events.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. *(Required)*
- Coursework toward a Bachelor's degree in Education, Physical Education, or a related field from an accredited college or university. *(Highly Preferred)*
- Minimum of one (1) year of experience in classroom management working with students. (Required)
- Bilingual in English and Spanish. *(Required)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.

- Instructional assistant programs and strategies to support physical education instruction.
- Physical fitness principles, sports rules, and age-appropriate exercise techniques.
- Safety protocols related to athletic equipment, facilities, and student supervision.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards.
- Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community.
- Apply verbal de-escalation and preventive techniques.
- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Lead small groups and assist in delivering PE activities under teacher supervision.
- Follow and implement scripted PE lesson plans as directed by the teacher or Athletics Coordinator.
- Supervise students while the teacher administers assessments.
- Monitor student participation and engagement in sports and physical activities.
- Understand and address students with behavioral needs.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 5% sitting, 30% walking, and 65% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion

by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 60 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can rage from quiet to loud at any given time; playground projectiles such as baseballs, footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

2025-2026 AT-WILL EMPLOYMENT AGREEMENT
Between
ESCUELA POPULAR & Juan De Dios Marquez

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Escuela Popular ("EP"), a California public charter school approved by the East Side Union High School District ("District"). The Board desires to hire employees who will assist EP in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of EP's charter. The parties recognize that EP is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EP and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EP operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*., and which has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, EP has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, EP is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of EP, and the employee signing below expressly recognizes that he/she is being employed by EP and not the District.

3. Pursuant to Education Code section 47610, EP must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. EP shall be deemed the exclusive public school employer of the employees at EP for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **Substitute Teacher**. The Employee will perform such duties as EP may reasonably assign and the Employee will abide by all EP

policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of EP's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of EP.

2. **Work Schedule**

The work schedule for this **Certificated NONEXEPT** position shall be located on their Paylocity Self Service Portal. While the Employee will be properly paid for all hours worked, the Employee is required to obtain EP management's prior written consent before working hours in excess of this work schedule, including overtime for school committees, school events, or other work assignments. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EP.

FTE: Hourly
Total Number of Work Days for Position:198
School Calendar:10.5 month
Effective: 1/7/26

3. **Compensation**

The hourly pay for this position is **$37**, subject to all regular withholdings. The Employee shall be paid semi-monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of EP.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by EP (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by EP in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with EP. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent EP from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at EP shall only be as specified in this Agreement, EP's charter, the Charter Schools Act, and EP's Employee Handbook, which

EP may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with EP.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

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

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at EP, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with EP.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EP shall in

no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

EP may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at EP's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of EP. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing, the Employee declares as follows:

1. I have read this Agreement and accept employment with EP on the terms specified herein.

2. All information I have provided to EP related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between EP and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

This Employment Agreement is subject to ratification and approval by the Governing Board of EP.

Name: Juan Marquez Munoz **Date:** 1/7/2026

Signature: Juan Marquez Munoz

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4904-1634-2836, v. 1

JOB DESCRIPTION

Title: **Teacher Substitute**
FLSA Status: **Nonexempt**
Reports to: **Instructional Leader**
Supervises: **None**

POSITION SUMMARY:

Under general direction, the Teacher Substitute provides temporary classroom coverage when an assigned teacher is absent. The substitute is responsible for maintaining the established learning environment, following lesson plans, managing student behavior, and ensuring that classroom instruction continues effectively. Assignments may range from Transitional Kindergarten (TK) through High School and may be for morning (AM) or afternoon (PM) sessions, based on school needs.

The Teacher Substitute must demonstrate flexibility, professionalism, and adaptability in diverse classroom settings while supporting student learning and maintaining a safe and engaging environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities may include, but are not limited to the following:

Instructional & Classroom Management

- Follow and implement the regular teacher's lesson plans to ensure continuity of instruction.
- Maintain a positive and structured classroom environment that fosters student engagement and respect.
- Use developmentally appropriate instructional strategies based on the assigned grade level (TK-12).
- Modify and adapt lessons as needed while ensuring that academic learning objectives are met.
- Supervise students in the classroom and during transitions, ensuring student safety at all times.
- Uphold and enforce school policies, rules, and behavior expectations.
- Utilize behavior management strategies to redirect, engage, and support student learning.

Student Assessment & Support

- Monitor and assess student progress during lessons and provide feedback as needed.
- Utilize differentiated instruction to support diverse learning needs.
- Ensure that students with IEPs and special accommodations receive appropriate instructional support.
- Respond to academic and behavioral inquiries from staff, students, and parents to provide information and/or refer to the appropriate parties.

Communication & Collaboration

- Maintain professional and timely communication with administration and staff.
- Report any student concerns, incidents, or behavioral challenges to the appropriate personnel.
- Communicate effectively and respectfully with students, parents, and colleagues.
- Cooperate with paraprofessionals, co-teachers, and support staff to enhance student learning.

Classroom & School Procedures

- Take accurate attendance and report absences according to school procedures.
- Ensure students stay on task and complete assigned classwork.
- Supervise and assist students during lunch, recess, and transitions, if applicable.
- Properly use prep periods for instructional planning when applicable.
- Leave detailed notes for the returning teacher regarding student progress and any classroom issues.

Professional Responsibilities

- Treats all students and parents with respect.
- Maintains professional and timely communication with parents.
- Communicates with students and parents strictly on school/academic-related matters.
- Arrive on time and prepare for the assigned teaching period (AM or PM).
- Follow all school policies, procedures, and classroom protocols. ● Uphold professional ethics, confidentiality, and student privacy.
- Participate in faculty meetings, training sessions, or professional development, if required.
- Support school initiatives for a safe and healthy learning environment.
- Cooperate in the use and care of all equipment and materials.
- Maintain a clean and organized classroom environment.

Other:

- Accurately record work time punches and leave requests in the school's HR system, Paylocity, promptly.
- Supports school initiatives for a safe and healthy environment.
- Attends school events, community gatherings, and professional development sessions with supervisor approval.
- Participates in mandatory staff meetings.
- Checks and responds to work emails daily during work hours to stay informed of important updates and communications.
- Some travel may be required.
- Performs other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE, AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor of Arts degree in Education, Child Development, or a related field from an accredited institution. *(Required)*
- Valid California 30-Day Substitute Teaching Permit. *(Required)*
- One (1) year of experience working with students in a classroom setting. *(Highly Preferred)*
- Bilingual in English and Spanish. *(Highly Preferred)*
- CPR Certification. *(Required)*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Applicable laws, rules, and regulations related to the position.
- School policies, procedures, and compliance standards.
- Effective time management and organizational skills.
- Conflict resolution and problem-solving techniques.
- Standard office practices, including the operation of computers, copiers, and other equipment.
- Various software applications, including Microsoft Word, Excel, PowerPoint, Google Suite, and databases.
- Strong interpersonal communication skills, both written and oral.
- Classroom management strategies for students of varying grade levels (TK-12).
- State and school curriculum standards for elementary, middle, and high school students.
- Child and adolescent development, including age-appropriate teaching methods.
- Behavior management techniques, including positive reinforcement and restorative practices.

Ability to:

- Use independent judgment in daily responsibilities.
- Maintain precise records and data entry.
- Correct errors or omissions independently.
- Handle multiple tasks and priorities effectively.
- Work effectively under deadlines and pressure.
- Adjust to changing priorities, schedules, and technology platforms.
- Demonstrate open-mindedness.
- Interact and work effectively with individuals from diverse backgrounds.
- Build and maintain effective work relationships.
- Maintain a firm but courteous attitude toward individuals.
- Act with integrity and professionalism, modeling school ethics standards. ● Offer and receive constructive feedback/suggestions.
- Demonstrate an awareness of the socioeconomic and ethnic makeup of the community. ● Apply verbal de-escalation and preventive techniques.

- Report to work on a regular and punctual basis.
- Exercise discretion and maintain confidentiality in handling sensitive information.
- Maintain discretion and adhere to professional and ethical standards.
- Adapt quickly to changing priorities and new technology platforms.
- Adapt quickly to different classroom settings and student needs.
- Effectively manage small and large groups of students.
- Follow lesson plans and maintain instructional flow.
- Communicate clearly and professionally with students, staff, and parents.
- Maintain confidentiality and demonstrate professionalism at all times.
- Supervise students during classroom instruction and non-instructional periods.
- Use technology for classroom instruction, grading, and student engagement.

Each of these essential tasks must be performed individually and unassisted by other persons, since this position requires the ability to work alone.

PHYSICAL DEMANDS

Employees must be able to maintain physical condition necessary for sitting, walking, and standing for extended periods of time; some stooping, crawling, crouching, and climbing; maintain concentration and the capability to make sound decisions; maintain effective audio/visual discrimination and perception to the degree necessary for the successful completion of assigned duties. Potential hazards include contact with dissatisfied or abusive individuals.

Generally, the job requires 25% sitting, 25% walking, and 50% standing. Sufficient strength, stamina, physical ability and mobility to maintain rigorous work schedule requiring continuous physical exertion by performing manual labor including lift, carry, push and/or pull or otherwise move moderately heavy to heavy loads up to 25 pounds.

Never: 0%
Seldom: 1% - 10% (less than 45 minutes)
Occasionally: 11% - 33% (up to 3.0 hours)
Frequently: 34% - 66% (up to 6 hours)
Continuously: 67% - 100% (greater than 6 hours)

WORK ENVIRONMENT

This position will include indoor and outdoor work (classroom, offices, cafeteria, eating area, common area, auditorium, playground(s), restroom(s), stairs if applicable, roof(s) and parking lot(s)) and/or shop environment including confined spaces with the following possible exposures: dust; wind; sun; insects; chemicals including hazardous chemicals, solvents and oil; fumes from chemicals and odors; grease; bloodborne pathogens and biohazardous waste; variances in temperature; variances in weather conditions (snow, rain, sleet, etc.); electrically and mechanically operated equipment with moving parts; noise which can range from quiet to loud at any given time; playground projectiles such as baseballs,

footballs, basketballs, etc.; intervening physically to stop conflicts between angry or emotionally upset students; and dealing with students, parents, employees and the general public who may exhibit unpredictable or anti-social behavior.

Right to Revise:

This job description is not meant to be all-inclusive and the school reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

EXHIBIT “E”

RENEWAL - 1478

Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Staff Needed for One-On-One Meetings

Gedeon, Phillip <gedeonp@esuhsd.org> Fri, Nov 7, 2025 at 10:41 AM
To: Olivia Cortes <oliviacortes@escuelapopular.org>, Patricia Reguerin <patricia@escuelapopular.org>
Cc: Bjorn Berg <bergbj@esuhsd.org>

Aloha Patricia and Olivia,

The staff listed below are needed for a brief one-on-one meeting. Bjorn and I would like to meet with them on November 18, 2025. We have a couple of questions that we would like to ask them, and it should take about 10 minutes per person. Thanks.

Additional Staff:

- Barrera Lopez, Maria Del Carmen
- Castro, Berenice
- Cortes, Cindy
- Esteva, Elizabeth
- Garcia Esteva, Sonia
- Ortiz, Yolanda
- Torrez Peralta, Maria
- Martinez, Karen
- Haynes, Charnice

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Staff Needed for One-On-One Meetings

Patricia Reguerin <patricia@escuelapopular.org> Wed, Nov 12, 2025 at 8:25 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>
Bcc: "Jerry W. Simmons" <jsimmons@ymclegal.com>, Ellen Doty <edoty@ymclegal.com>, Pablo Reguerin <preguerin@escuelapopular.org>

Hello Phillip:

We received your request to meet one-on-one with staff on November 18, 2025. Before scheduling, we need clarification regarding the purpose and context of these meetings.

Please provide, in writing:

- The purpose of these meetings and the intended outcomes;
- The topics or questions to be covered;
- How information will be recorded, used, and shared;
- Confirmation that participation is voluntary
- An explanation of how this request relates to the oversight visit for EPAFLC, including whether this same practice has been conducted during other oversight visits.

Additionally, we request that a school administrator be present during each interview.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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On Fri, Nov 7, 2025 at 10:41 AM Gedeon, Phillip <gedeonp@esuhsd.org> wrote:
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Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Staff Needed for One-On-One Meetings

Gedeon, Phillip <gedeonp@esuhsd.org> Fri, Nov 14, 2025 at 10:20 AM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>

Aloha Patricia,

Per the MOU for EPCTC and EPAFLC, the district has the right to request meetings with individual staff members as part of annual oversight responsibilities. I appreciate your questions, and can restate that we would like to meet with the identified staff for a one-on-one meeting during our visit on November 18, 2025. EP Leadership was informed on October 31, 2025, that the district would be submitting a formal request identifying the individual staff we would like to meet with.

The purpose of these brief one-on-one meetings is to gather insight from staff regarding the implementation of the school's educational program and daily operations. This is another option for authorizes to use at any time for the monitoring of charter schools. EP employees are not required to participate; however, you can inform them that the meeting is considered confidential.

Below is the excerpt from the MOU regarding the District's ability to meet with staff upon request. If you have any additional questions or concerns before your visit on Tuesday, please don't hesitate to let us know.

Section 2: District-School Relationship

2.13 Site Visits may include any activities reasonably required to fulfill the District's supervisory oversight responsibilities, including, but not limited to, review of the Charter School's facility; review of records maintained by the School; interviews with the Principal, Board of Directors, staff, school families, and community members; and/or observation of classroom instruction.

Mahalo.

Phillip Gedeon
East Side Union High School District
Coordinator of Charter School Oversight
408.347.5000 ext. 75172 | gedeonp@esuhsd.org

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Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Staff Needed for One-On-One Meetings

Patricia Reguerin <patricia@escuelapopular.org> Tue, Nov 18, 2025 at 12:39 PM
To: "Gedeon, Phillip" <gedeonp@esuhsd.org>
Cc: Olivia Cortes <oliviacortes@escuelapopular.org>, Bjorn Berg <bergbj@esuhsd.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>
Bcc: "Jerry W. Simmons" <jsimmons@ymclegal.com>, Paul Minney <pminney@ymclegal.com>

Hello Phillip,
We have the staff you requested ready to begin the 10-minute one-to-one interviews at 1:00. Please note that you declined our request to have an administrator present during the interviews. Ivan Garcia will coordinate with the staff to begin at 1:00. Please let me know if that works for you.

Thank you,

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

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[Quoted text hidden]

Gmail

Patricia Reguerin <patricia@escuelapopular.org>

Staff Needed for One-On-One Meetings

Berg, Bjorn <bergbj@esuhsd.org> Tue, Nov 18, 2025 at 12:50 PM
To: Patricia Reguerin <patricia@escuelapopular.org>
Cc: "Gedeon, Phillip" <gedeonp@esuhsd.org>, Olivia Cortes <oliviacortes@escuelapopular.org>, Luz Maria Arellano-Silva <lucero@escuelapopular.org>

Good afternoon,

Thank you. Based on our conversation this morning, I thought we would receive the schedule earlier to start at 12:30. Due to the delay in communication and scheduling, we will follow up at a later date with this request. We need to meet with our staff to debrief the visit and prepare for our 3:30 meeting.

Thank you,
Bjorn
[Quoted text hidden]

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

January 15, 2026

Dear Superintendent Vander Zee and Board Members:

Overview of Process to Date:

It was with deep sadness that Escuela Popular learned, in a meeting with you on Monday, January 12, 2026, that the East Side Union High School District ("District") was not satisfied with Escuela Popular's November 17, 2025 response regarding credentialing compliance and that District staff intends to instruct the District's Board of Trustees on January 15, 2026 to issue Notices of Intent to Revoke the charters of both Escuela Popular Accelerated Family Learning Center ("EPAFLC") and Escuela Popular Center for Training and Careers ("EPCTC").

For over two months now, Escuela Popular has repeatedly made requests of the District to meet with us so we could immediately address any remaining concerns about credentialing compliance. The District has refused to allow such a meeting and has not communicated any concerns regarding Escuela Popola's response to the NOV; making the following statement in the Board Report for item 6.02 for tonight **100% inaccurate**: "Since [Escuela's response to the NOV], District staff have had continuing communications with EPCTC regarding the status of compliance."

Before taking the drastic measure of issuing a Notice of Intent to Revoke the charters of two beloved schools that have served the San Jose community for decades, Escuela Popular once again respectfully requests that the District first explain which specific teaching assignments at each school it believes are not legally compliant and why the District disagrees with the legal interpretation that Escuela Popular has provided. **If there are any concerns that Escuela Popular cannot address to the District's satisfaction, Escuela Popular is willing to phase in changes to adopt the District's position**. But without knowing which positions we disagree on, Escuela Popular has no recourse.

On November 17, 2025, Escuela Popular provided a detailed written response to the Notice of Violation ("Response") that the District's Board approved at its October 16, 2025 meeting. The Response included a teacher-by-teacher, assignment-by-assignment breakdown of Escuela Popular's course offerings, along with an explanation of which credentials, certificates, permits, or other documents each teacher had and why those documents made the assignment legally compliant. The Response also provided copies of the credentials, certificates, permits, or other documents for each credentialed staff member across both schools. Now, after approximately **two months** of refusing to notify Escuela Popular of a continued credentialing dispute, District

staff seek to close both schools. Attached as Exhibit A is a teacher-by-teacher, assignment-by-assignment breakdown of Escuela Popular's current course offerings as of January 12, 2026, along with an explanation of which credentials, certificates, permits, or other documents each teacher has to teach these courses. We are providing this because we have improved our numbers and decreased our vacancies, not because we feel the school's original response was out of compliance. Further, the continued demonstration of compliance runs counter to the District's claim that Escuela Popular has failed to refute or cure claimed deficiencies.

To date, the District has not informed Escuela Popular which teaching assignments at EPCTC the District still believes are noncompliant with Education Code section 47605(*l*). The District has not explained why it believes Escuela Popular's November 17, 2025 response, which contained 23 pages of analysis regarding credentialing at EPCTC and approximately 283 pages of exhibits, was insufficient. This leaves Escuela Popular still guessing at what the District's credentialing dispute regarding EPCTC actually is. In an effort to gain clarity on any remaining credentialling concerns, on November 5, 2025, Escuela Popular formally requested that the District engage in the **alternative dispute resolution processes** outlined in both schools' charters (see EPCTC Dispute statement attached as Exhibit B.) The District rejected the dispute resolution requests.

Update on Credentialing Status of Escuela Popular Teachers:

While Escuela Popular firmly believes that it demonstrated complete compliance with the State's credentialing laws in its November 17th response, it recognizes that at that time Escuela Popular needed to improve on the number of fully credentialed teachers in the classroom (e.g., preliminary or clear credentials preferred, increase hiring to reduce reliance on substitutes, etc.). In order to further demonstrate Escuela Popular's commitment to that goal it is providing the following **updated** information on the credentialing status of its teachers.

As of now, EPCTC has five (5) vacancies, meaning courses where the previous teacher of record has departed and the school is attempting to hire a permanent replacement. Escuela Popular is using teachers with Emergency 30-Day Substitute Teaching Permits to cover these vacancies, with no substitute serving for more than the allowed 30 school days. This is authorized under the parameters of 5 CCR Section 80024. Further, the Commission on Teacher Credentialing (CTC) itself has acknowledged this reality in a December 2025 public meeting (see Exhibit C), stating:

> "California continues to experience shortages of fully credentialed teachers, with the extent of these shortages varying by region and credential area. These shortages have increased reliance on substitute educators to maintain classroom coverage during extended absences and vacancies, while a fully credentialed teacher can be

> recruited. Temporary statutory and executive flexibilities allowed substitute teachers to serve for up to sixty days during the pandemic, but these flexibilities expired on July 1, 2024, returning local education agencies to the statutory limits of thirty days in general education and twenty days in special education."

As the CTC correctly stated, Escuela Popular has no option during vacancies besides using substitute teachers within the statutory limits of 30 days while attempting to recruit a long-term credentialed teacher, when no teacher whose credentials match the assignment is immediately available. The use of substitute teachers is not ideal, but it is the reality given an ongoing teacher shortage. To the extent that the District disagrees with Escuela Popular's use of substitute teachers to cover vacancies, the District is incorrect in contending that use of substitute teachers violates California credentialing law. To the extent that the District disagrees with Escuela Popular's use of substitute teachers to cover vacancies as a matter of policy, Escuela Popular agrees that it would rather have permanent teachers and is doing everything in its power to recruit long-term educators to fill its vacancies. It is important to emphasize that, if this is a matter of policy or preference, that is not what the October 2025 Notice of Violation for EPCTC stated, nor is that a legal basis to revoke a charter (see Ed. Code, § 47607(f)).

Due Process and Procedural Concerns:

Further, in moving forward with the Notice of Intent to Revoke, the District has failed to comply with both the spirit and the letter of the requirements of MOU Exhibit 6, which set forth specific intervention steps that must be completed before proceeding with the revocation process (see Exhibit D.) Indeed, the District's own slideshow at its January 8, 2026 Board Meeting (relevant slide enclosed as Exhibit E) outlined these steps as follows:

II. Process for Charter School Intervention

- Statement of Concern(s) (Letter #1)
- Notice of Deficiency/Violation (Letter #2)
- Charter Probation (Letter #3)
- Charter Review (Letter #4)
- Charter Revocation

The process outlined in the MOU, which applies to both schools' charters, clearly contemplates no fewer than **four (4) letters** about a given violation **before** charter revocation. Here, the District never issued Escuela Popular the "Charter Review" letter before skipping ahead to the Notice of Intent to Revoke stage. Doing so violated the agreement between the District and

Escuela Popular. Moreover, the process outlined in the MOU is clearly intended to prevent the "gotcha" approach to revoking a charter school; the spirit of which is being violated by the District's failure to clarify and work with Escuela Popular to identify areas of continued concern and disagreement.

Additionally, 5 CCR 11968.5 .2 which details the steps and process for charter school revocation expressly provides that "… The chartering authority [the District Board] shall evaluate the response of the charter school's governing body" before seeking revocation. District staff has not given the Board of Trustees sufficient information to be able to evaluate Escuela Popular's November 17, 2025 response, nor make a determination that it has "substantial evidence that the charter school has failed to refute" "or remedy" the NOV violations—which is required in order to legally justify a Notice of Intent to Revoke. Secondly, the relevant legal standard for the Board is whether the charter school has failed to refute the claimed violation "to the chartering authority's satisfaction" or failed to "remedy" the claimed violation, period. There is no obligation to "remedy" the violation "to the chartering authority's satisfaction"– there is no subjective assessment by District staff about the remedy (the District Board Report for item 6.02 inaccurately states this standard.) The District may not rely on its subjective disapproval of Escuela Popular's remedy for the claimed violations in order to justify revoking the schools' charters.

To the extent that the District intends to rely on the credentialing data for EPCTC its staff presented to the Board of Trustees at the January 8, 2026, meeting, this would be improper. The relevant slide from District staff's January 8, 2026 presentation, enclosed as Exhibit F, confirms that it is based on EPCTC credentialing data from November 13, 2025. This is before the conclusion of the cure/response period that the District set forth as a deadline of November 17, 2025 in the Notice of Violation. The District may not legally give the charter school a deadline to refute or remedy and then proceed with revocation for failure to refute or remedy before that deadline passed.

Ultimately, Escuela Popular has reviewed every single EPCTC teaching assignment, the teacher involved, and that person's current certificate, permit, or other document(s) and confirmed that each assignment is compliant under Education Code section 47605(*l*), which is the legal standard for credentialing under both California law and EPCTC's charter. Escuela Popular staff re-checked these assignments on January 12, 2026 and came to the same conclusion (see detailed breakdown of teaching assignments, teachers, and their credentials enclosed as Exhibit A.) If the District disagrees with this analysis, then Escuela Popular insists that the District identify which specific teaching assignments it still believes are noncompliant and why; if we are unable to come to agreement, **Escuela Popular will phase in changes to meet the District's interpretation.**

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

Escuela Popular remains willing to discuss any credentialing issues that raise questions for the District and respectfully request that the Board direct the District staff to work through these credentialing issues with Escuela Popular, with at least one third-party observer such as a Board member present.

Sincerely,

Pablo Reguerin
Board Chair
Escuela Popular Board of Directors

Cc: East Side Union High School District Board of Trustees
Patricia Reguerin
William Schuetz, Esq.
Jerry Simmons, Esq.
Ellen Doty, Esq.

4919-9023-2456, v. 4

EXHIBIT “A”

RENEWAL - 1490

Escuela Popular Credentialing by Course

As of January 12, 2026

= EPAFLC
= High School Class Shared by EPAFLC & EPCTC
= EPCTC
= Vacancy
TCC = Temporary County Certificate
CTC = Commission on Teacher Credentialing
BCLAD = Bilingual Cross Cultural Language & Academic Development Certificate
EL Authorization/ CLAD = Cross Cultural Language & Academic Development Certificate
GELAP = General Education Single (or Multiple) Subject Limited Assignment Permit
STSP = Short Term Staffing Permit

1) Transitional Kindergarten:
    a. Yasna Morales
        i. Multiple Subject Teaching Credential
        ii. BCLAD
2) Kindergarten:
    a. Arelis Jaimes Montanez
        i. Multiple Subject Teaching Credential
        ii. BCLAD
            1. Cleared BCLAD in December of 2025
            2. Not showing up on the CTC website yet due to CTC processing delay
3) First Grade:
    a. Judith Cortes
        i. Single Subject Teaching Credential
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
        iii. GELAP in Multiple Subjects Credential
        iv. Clear Multiple Subject Teaching Credential
            1. Not showing up on the CTC website yet due to CTC processing delay
4) Second Grade:
    a. Silvia Cortes
        i. Multiple Subject Teaching Credential
        ii. Single Subject Teaching Credential
        iii. BCLAD (Embedded in Single Subject Teaching Credential)
5) Third Grade:
    a. Martha Lopez Sandoval

i. Multiple Subject Teaching Credential (Preliminary)
ii. BCLAD

6) Third Grade:
   a. Elsi Romero Padilla
      i. Multiple Subject Teaching Credential
      ii. Emergency BCLAD
      iii. BCLAD
         1. Cleared BCLAD in December of 2025
         2. Not showing up on the CTC website yet due to CTC processing delay
7) Fourth Grade:
   a. Cindy Arroyo-Chavez
      i. Multiple Subject Teaching Credential
      ii. BCLAD
8) Fifth Grade:
   a. Maribel Macias
      i. Multiple Subject Teaching Credential
      ii. Emergency BCLAD Authorization
9) 6A (Sixth Grade Humanities - English & Social Studies):
   a. Jeanine Boretz
      i. TCC for GELAP in Social Studies
      ii. TCC for GELAP in English
      iii. Multiple Subject Teaching Credential
      iv. BCLAD (Embedded in Multiple Subject Teaching Credential)
10) Middle School Science:
   a. Vacancy
   b. Substitute teacher covering the class for fewer than 30 school days
   c. Escuela Popular is tracking the number of days to ensure compliance with the limitations of the Emergency 30-Day Substitute Teaching Permit (see 5 CCR sec. 80024)
   d. Escuela Popular is actively recruiting for this position
11) Middle School Math:
   a. Fabio Ortiz
      i. Single Subject Teaching Credential in Math
      ii. BCLAD
12) Seventh Grade Humanities:
   a. Aleli Ramirez
      i. Multiple Subject Teaching Credential
      ii. BCLAD
      iii. TCC for GELAP in English

iv. TCC for GELAP in Social Studies

13) Middle School Spanish:
    a. Judith Palacios Ceballos
        i. Single Subject Teaching Credential in Spanish
        ii. TCC for Emergency BCLAD Authorization
14) Eighth Grade Humanities:
    a. Brian Ornelas
        i. Multiple Subject Teaching Credential
        ii. BCLAD (Embedded in Multiple Subject Teaching Credential)
        iii. TCC for GELAP in Social Studies
        iv. TCC for GELAP in English
15) Middle School P.E.:
    a. Alba Cifuentes
        i. Single Subject Teaching Credential in P.E.
        ii. Emergency BCLAD Authorization
16) Spanish:
    a. Olga Rodriguez
        i. Single Subject Intern Teaching Credential in Spanish
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
17) ELD:
    a. Olga Rodriguez
        i. Single Subject Intern Teaching Credential in Spanish
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
18) ELD:
    a. Ericka Murillo
        i. Single Subject Intern Teaching Credential in Spanish
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
19) Study Hall:
    a. Ericka Murillo
        i. Single Subject Intern Teaching Credential in Spanish
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
20) Spanish:
    a. Ericka Murillo
        i. Single Subject Intern Teaching Credential in Spanish
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
21) ELD:
    a. Ma. Magdalena Nieto
        i. Single Subject Teaching Credential in Spanish
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
        iii. GELAP in English

22) English:
    a. Ma. Magdalena Nieto
        i. Single Subject Teaching Credential in Spanish
        ii. BCLAD (Embedded in Single Subject Teaching Credential)
        iii. GELAP in English
23) English:
    a. Michael Kinne
        i. Single Subject Teaching Credential in English
        ii. EL Authorization/ CLAD
        iii. GELAP in Art
24) Art:
    a. Michael Kinne
        i. Single Subject Teaching Credential in English
        ii. EL Authorization/ CLAD
        iii. GELAP in Art
25) World History & Geography:
    a. Magali Tapia
        i. Single Subject Intern Teaching Credential in Social Studies
        ii. BCLAD
26) ELD:
    a. Magali Tapia
        i. Single Subject Intern Teaching Credential in Social Studies
        ii. BCLAD
27) Conversational English:
    a. Adriana Cruz Gonzalez
        i. Single Subject Teaching Credential in English
        ii. Single Subject Teaching Credential in Spanish
        iii. Single Subject Teaching Credential in French
        iv. EL Authorization/ CLAD
28) English:
    a. Adriana Cruz Gonzalez
        i. Single Subject Teaching Credential in English
        ii. Single Subject Teaching Credential in Spanish
        iii. Single Subject Teaching Credential in French
        iv. EL Authorization/ CLAD
29) ELD:
    a. Adriana Cruz Gonzalez
        i. Single Subject Teaching Credential in English
        ii. Single Subject Teaching Credential in Spanish
        iii. Single Subject Teaching Credential in French

iv. EL Authorization/ CLAD

30) Introduction to Social Studies:
   a. Hortencia Torres Hermosillo
      i. STSP in Social Science
      ii. EL Authorization (Embedded in the STSP)

31) Math Lab:
   a. Maria Guadalupe Hernandez
      i. Multiple Subject Teaching Credential
      ii. BCLAD (Embedded in the Multiple Subject Teaching Credential)
      iii. Single Subject Teaching Credential in Foundational Level Mathematics

32) Study Skills:
   a. Maria Guadalupe Hernandez
      i. Multiple Subject Teaching Credential
      ii. BCLAD (Embedded in the Multiple Subject Teaching Credential)
      iii. Single Subject Teaching Credential in Foundational Level Mathematics

33) Integrated Math I:
   a. Maria Guadalupe Hernandez
      i. Multiple Subject Teaching Credential
      ii. BCLAD (Embedded in the Multiple Subject Teaching Credential)
      iii. Single Subject Teaching Credential in Foundational Level Mathematics

34) ELD:
   a. Maria Guadalupe Hernandez
      i. Multiple Subject Teaching Credential
      ii. BCLAD (Embedded in the Multiple Subject Teaching Credential)
      iii. Single Subject Teaching Credential in Foundational Level Mathematics

35) English:
   a. Ethan Stanton
      i. Single Subject Teaching Credential in English
      ii. EL Authorization (Embedded in the Single Subject Teaching Credential)

36) Study Hall:
   a. Alejandra Almanza
      i. TCC for STSP in Social Science
      ii. EL Authorization

37) Economics:
   a. Alejandra Almanza
      i. TCC for STSP in Social Science
      ii. EL Authorization

38) U.S. History & Geography:
   a. Alejandra Almanza
      i. TCC for STSP in Social Science

ii. EL Authorization

39) Introduction to Social Studies:
   a. Alejandra Almanza
      i. TCC for STSP in Social Science
      ii. EL Authorization

40) Integrated Science:
   a. Aaron Gonzalez
      i. STSP in Science
      ii. EL Authorization

41) Integrated Math:
   a. Adan Cantera
      i. Clear Single Subject Teaching Credential in Math
      ii. BCLAD

42) Study Skills:
   a. Adan Cantera
      i. Clear Single Subject Teaching Credential in Math
      ii. BCLAD

43) Integrated Math:
   a. Luis Villalvazo
      i. STSP in Math
      ii. EL Authorization (Embedded in STSP)

44) ELD (High School Level):
   a. Judith Palacios
      i. Single Subject Teaching Credential in Spanish
      ii. EL Authorization/ CLAD
      iii. TCC for Emergency BCLAD Authorization

45) ELD (High School Level):
   a. Sergio Carreon
      i. Single Subject Teaching Credential in Spanish
      ii. BCLAD

46) Conversational English (High School Level):
   a. Rob Hemmings
      i. Single Subject Teaching Credential in Social Science
      ii. BCLAD

47) ELD (High School Level):
   a. Rob Hemmings
      i. Single Subject Teaching Credential in Social Science
      ii. BCLAD

48) ELD (High School Level):
   a. Jennifer Proffitt

i. Single Subject Teaching Credential in English
ii. Single Subject Teaching Credential in Social Science
iii. EL Authorization/ CLAD

49) Study Skills:
   a. Jennifer Proffitt
      i. Single Subject Teaching Credential in English
      ii. Single Subject Teaching Credential in Social Science
      iii. EL Authorization/ CLAD

50) English:
   a. Jennifer Proffitt
      i. Single Subject Teaching Credential in English
      ii. Single Subject Teaching Credential in Social Science
      iii. EL Authorization/ CLAD

51) Study Skills:
   a. Adriana Cruz Gonzalez
      i. Single Subject Teaching Credential in English
      ii. Single Subject Teaching Credential in Spanish
      iii. Single Subject Teaching Credential in French
      iv. EL Authorization/ CLAD

52) Spanish:
   a. Adriana Cruz Gonzalez
      i. Single Subject Teaching Credential in English
      ii. Single Subject Teaching Credential in Spanish
      iii. Single Subject Teaching Credential in French
      iv. EL Authorization/ CLAD

53) English:
   a. Adriana Cruz Gonzalez
      i. Single Subject Teaching Credential in English
      ii. Single Subject Teaching Credential in Spanish
      iii. Single Subject Teaching Credential in French
      iv. EL Authorization/ CLAD

54) Conversational English (High School Level):
   a. Miriam Flores
      i. Single Subject Teaching Credential in English
      ii. EL Authorization/ CLAD

55) English:
   a. Miriam Flores
      i. Single Subject Teaching Credential in English
      ii. EL Authorization/ CLAD

56) Study Skills:

a. Norma Razo
    i. Single Subject Teaching Credential in Social Studies
    ii. EL Authorization/ CLAD

57) World History & Geography:
a. Norma Razo
    i. Single Subject Teaching Credential in Social Studies
    ii. EL Authorization/ CLAD

58) Economics:
a. Norma Razo
    i. Single Subject Teaching Credential in Social Studies
    ii. EL Authorization/ CLAD

59) U.S. History & Geography:
a. Norma Razo
    i. Single Subject Teaching Credential in Social Studies
    ii. EL Authorization/ CLAD

60) Integrated Math:
a. David Sanchez
    i. Variable Term Waiver in Mathematics
    ii. EL Authorization

61) Math Lab:
a. David Sanchez
    i. Variable Term Waiver in Mathematics
    ii. EL Authorization

62) Integrated Science:
a. Litzareli Hernandez
    i. Single Subject Intern Teaching Credential in Biology
    ii. EL Authorization

63) Study Hall:
a. Litzareli Hernandez
    i. Single Subject Intern Teaching Credential in Biology
    ii. EL Authorization

64) P.E. (High School Level):
a. Fernando Medina
    i. Single Subject Teaching Credential in P.E.
    ii. EL Authorization/ CLAD

65) P.E. (High School Level):
a. Alba Cifuentes
    i. Single Subject Teaching Credential in P.E.
    ii. BCLAD

66) ELD (Part-Time High School Level, AM):

a. Vacancy
b. Substitute teacher covering the class for fewer than 30 school days
c. Escuela Popular is tracking the number of days to ensure compliance with the limitations of the Emergency 30-Day Substitute Teaching Permit (see 5 CCR sec. 80024)
d. Escuela Popular is actively recruiting for this position

67) ELD (Part-Time High School Level, PM):
a. Vacancy
b. Substitute teacher covering the class for fewer than 30 school days
c. Escuela Popular is tracking the number of days to ensure compliance with the limitations of the Emergency 30-Day Substitute Teaching Permit (see 5 CCR sec. 80024)
d. Escuela Popular is actively recruiting for this position

68) ELD (Part Time High School Level):
a. Vacancy
b. Substitute teacher covering the class for fewer than 30 school days
c. Escuela Popular is tracking the number of days to ensure compliance with the limitations of the Emergency 30-Day Substitute Teaching Permit (see 5 CCR sec. 80024)
d. Escuela Popular is actively recruiting for this position

69) P.E. (High School Level):
a. Vacancy
b. Substitute teacher covering the class for fewer than 30 school days
c. Escuela Popular is tracking the number of days to ensure compliance with the limitations of the Emergency 30-Day Substitute Teaching Permit (see 5 CCR sec. 80024)
d. Escuela Popular is actively recruiting for this position

70) Basic Computers (High School Level):
a. Vacancy
b. Substitute teacher covering the class for fewer than 30 school days
c. Escuela Popular is tracking the number of days to ensure compliance with the limitations of the Emergency 30-Day Substitute Teaching Permit (see 5 CCR sec. 80024)
d. Escuela Popular is actively recruiting for this position

EXHIBIT “B”

RENEWAL - 1500

Escuela Popular Family Learning Center
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

Dear Superintendent Vander Zee,

This letter serves to initiate the dispute resolution process pursuant to Required Element N: Dispute Resolution of the current (2018-2023) Charter for Escuela Popular Center for Training and Careers (EPCTC). The Escuela Popular Board of Directors hereby requests that the East Side Union High School District ("District") begin the dispute resolution process outlined in the school's charter, including the mediation and arbitration provisions as needed in order to resolve the dispute.

Nature of the Dispute

Under previous California law, charter schools had greater flexibility in terms of the credentialing for their teachers, compared to conventional public school districts. The law then changed, resulting in new credentialing requirements for charter schools that would render many charter school teachers misassigned. Because of this, a grace period was enacted to give charter schools time to adjust to this change. The grace period ended July 1, 2025.

The District and Escuela Popular had different opinions about how to address this shift. Escuela Popular has always taken pride in its practice of employing its own "homegrown" teachers who started out as students at the school. This practice enables students to be taught by teachers who share their background and are invested in their community. For both schools, Escuela Popular wanted to prioritize lifting up its current, homegrown teaching staff through the use of emergency permits and other temporary credentials while supporting them in the process of completing additional credentialing processes. The District indicated a belief that use of these emergency permits somehow put the school out of compliance with the Education Code, even though California law authorizes the use of documents like emergency permits, temporary county certificates, variable term waivers, and other short-term credentials. For EPCTC in particular, Escuela Popular made the decision to shift the school's ELD program to a primarily Career and Technical Education (CTE) program with English-learning components. To that end, some EPCTC teachers earned CTE credentials so that they could teach those courses.

On July 16, 2025, the District sent Escuela Popular a "Letter of Deficiency" regarding EPCTC teaching staff credentialing. This letter was based on staffing at the school during the 2024-2025 school year—**a time when the grace period was still in effect** before charter schools had to adopt new credentialing practices. The letter also indicated the District's disapproval of the use of CTE teachers to teach any courses at EPCTC, on the grounds that "CTE Pathways" were not included in the school's charter and Escuela Popular needed to complete the material revision process before having CTE classes. The District expressed disapproval of the use of CTE teachers at EPAFLC on the same grounds. Escuela Popular disagreed on this point, both because a material revision of the charter is not ordinarily required before adding a CTE class, and because career development is a central part of the charter for both schools. For example, EPCTC's charter states, "Our school prepares students to attend college or enter the workforce directly into a skilled job," and "College & Career Readiness Standards" are listed in the charter as part of the English Language Development curriculum.

On July 22, 2025, the District issued Escuela Popular a "Notice of Concern" regarding the District's concerns with Escuela Popular's decisions to apply for emergency permits and other temporary

credentials for certain teachers. The letter stated, "It is the District's expectation that for the 2025-26 school year, all EPAFLC and EPCTC teachers will be appropriately credentialed in accordance with Education Code section 47605(l) and their respective Charters." It gave a response deadline for Escuela Popular of August 4, 2025 to provide no fewer than seven different responsive documents, each to include detailed information and explanations about staffing.

On August 1, 2025, Escuela Popular's Executive Director, Patricia Reguerin, e-mailed the District's Coordinator of Charter School Oversight, Phillip Gedeon, stating, "Since receiving the Notice of Concern on July 22, 2025, we have been working diligently to gather and prepare all requested information. We respectfully request an extension until Friday, August 8, 2025, to submit the materials." On August 6, 2025 (after the August 4, 2025 deadline), Mr. Gedeon e-mailed Ms. Reguerin and denied her request for an extension to respond. Escuela Popular then provided some information on August 8, 2025 and additional information on August 11, 2025.

On August 29, 2025, the District issued a "Notice of Probationary Charter Status" to both of Escuela Popular's schools. This letter required Escuela Popular to submit a response by September 15, 2025 (approximately two weeks later) which would be accompanied by a detailed Corrective Action Plan "identifying the immediate steps" the school will implement "to have all of its teachers hold an appropriate and valid teaching credential(s) and/or EL Authorization required for their certificated assignment for the 2025-26 school year in compliance with Education Code section 47605(l) and its Charter." The response was also required to be accompanied by extensive documentation regarding staff credentialing and assignments. The District's letter did **not** say that the September 15, 2025 response needed to first be approved at an Escuela Popular Board meeting.

During the approximately two weeks after the August 29, 2025 charter probation letters, Escuela Popular Staff worked with District staff feedback to craft a detailed Corrective Action Plan. Escuela Popular submitted this to the District on September 15, 2025, along with a letter and documentation attempting to address every item requested in the District's August 29, 2025 letters. The Corrective Action Plan indicated a date of September 29, 2025 by which time Escuela Popular would implement the corrections. For EPCTC, the corrective actions included pivoting mid-school year from the CTE-focused ELD program to an ELD-only program, removing all of the CTE-credentialed teachers from lead teacher assignments at the school. This left a significant number of vacancies because the many ELD courses that EPCTC offers had to be re-staffed. Escuela Popular took this step of pivoting away from the use of CTE teachers **at the direction of the District**. However, taking this step required the use of some Emergency 30-Day Substitute Teachers to cover the ELD courses while the school searched for long-term teachers who could fill those assignments.

On September 17, 2025, the District's Director of Assessment and Accountability for Charter School Oversight, Bjorn Berg, sent Escuela Popular a response to its September 15, 2025 response. This response expressed disapproval of the fact that the documents provided on September 15, 2025 had not been approved at an Escuela Popular Board meeting before September 15, 2025. The response acknowledged that items related to the credentialing concerns were agendized for Board approval at Escuela Popular's September 18, 2025 Board meeting but indicated, without explanation, that "the Credential Compliance Plan the Escuela Popular Board has agendized for approval at its 9/18/15, does not remedy the violations identified by the District and fails to demonstrate substantial progress toward compliance." The District

took this position on September 17, 2025, despite the fact that the Board policies agendized for approval at the September 18, 2025 meeting had not yet been made public on September 17th. Essentially, the District was expressing disapproval of Escuela Popular Board policies that it had not yet seen.

Escuela Popular's attorney then reached out to the District's attorney requesting feedback on the proposed Board policies for the September 18, 2025 meeting in an effort to recommend any changes needed to make sure the policies were satisfactory to the District. The District's attorney, William Schuetz, refused to provide feedback, stating "The District will need to review the policies before providing any substantive feedback but if the policy re credentialing compliance is a reiteration of the plan identified in the responses provided on 9/15, then the District's position is that it is not sufficient." Unsure why the District disapproved of the proposed Board policies regarding credentialing compliance—policies which were consistent with the requirements of Education Code section 47605(l)—Escuela Popular's Board adopted the policies at its September 18, 2025 meeting.

On October 2, 2025, the District issued Escuela Popular a "Notice of Deficient Corrective Action Plan" again claiming that Escuela Popular was out of compliance with Education Code section 47605(l), that Escuela Popular's September 15, 2025 Corrective Action Plan was insufficient, and that the District had checked PowerSchool on September 18, 2025 and determined that the schools had credentialing deficiencies. The October 2, 2025 letter indicated disapproval of Escuela Popular's use of Emergency 30-Day Substitute Teachers to fill vacancies while attempting to re-staff courses that the District had identified as misassigned. This is despite the fact that an individual with an Emergency 30-Day Substitute Teaching Permit may legally teach in **any** classroom under California law, as long as the assignment does not last beyond 30 days.

Escuela Popular was at a loss as to how it could re-staff its classes without using substitute teachers to cover the temporary vacancies in the meantime. The schools pressed forward with recruitment, interviews of candidates, and substitute teachers lawfully covering the classes on a temporary basis. Some teachers had valid temporary credentials, such as temporary county certificates, allowing them to legally use credentials for which they had applications pending with the Commission on Teacher Credentialing. Those teachers also remained in their classrooms, as they were lawfully allowed to do, while the courses were being re-staffed.

On October 13, 2025, the District sent Escuela Popular its proposed "Notice of Violation" alleging failure to comply with the credentialing requirements of Education Code 47605(l) and the schools' charters. This Notice of Violation was agendized for the District's October 16, 2025 Board meeting. On October 15, 2025, Escuela Popular Executive Director Patricia Reguerin met with District staff in attempt to update them on the current schedule and credentialing information for both schools. District staff were not interested in learning that new information and elected to present their own data, based on a September 18, 2025 search of PowerSchool, at the October 16, 2025 District Board meeting. District staff has not explained why it chose September 18, 2025—a date **before** the September 29, 2025 rollover date identified in the Corrective Action Plan—as the point in time for its credentialing assessment.

At the October 16, 2025 District Board meeting, the Board of Trustees approved an October 17, 2025 Notice of Violation for both schools. It was clear to the Escuela Popular Board members present that the Board of Trustees did not take the decision to issue the Notice of Violation lightly. It was also clear that

the Board expected District staff, Escuela Popular staff, and their respective attorneys, to work together to resolve this dispute before it comes before the Board again.

Unfortunately, despite Escuela Popular's requests to meet with District staff and both parties' attorneys prior to the deadline for Escuela Popular's official written response, the District has refused. Since the October 16, 2025 Board meeting, Escuela Popular has sent multiple e-mails requesting such a meeting. In response, in an e-mail sent October 22, 2025, Associate Superintendent of Educational Services Teresa Marquez stated:

> If you and the Board have questions regarding the content of the Notices of Violation, please send that to us in writing so that the District may respond. At all times, however, the obligation to prepare and submit any response and/or refutation to the Notices rests with EP and must be approved by the EP Board. In short, any response by EP to the Notices must be prepared by EP and authorized by the EP Board.
>
> Once the District receives the EP Board-approved response, District staff will notify you if there are any questions or points for discussion or any other basis for a meeting as to the Notices of Violation, the implementation of your charter petition, and/or next steps. Again, the law and regulations provide that the response is to be done by EP with the express authorization of its Board, and not by the District or through a meeting(s) between the District and EP with counsel present.

We have attached the entirety of Associate Superintendent Marquez's e-mail for reference. Associate Superintendent Marquez's e-mail raises concerns that District staff do not intend to meet with Escuela Popular and both parties' counsel in an effort to resolve this dispute.

For these reasons, an active dispute remains between Escuela Popular and the District. Specifically, the District and Escuela Popular remain in conflict about:

1) The requirements of Education Code section 47605(l) and whether or not credentials such as temporary county certificates, emergency permits, and other temporary documents are allowed, and

2) To the extent the District wants Escuela Popular to implement credentialing requirements above and beyond the legal requirements of Education Code section 47605(l), what exactly would those requirements be, and what is a method of achieving them that would be both agreeable to the District and actually possible for Escuela Popular to implement on the timelines requested by the District?

Next Steps

According to Required Element N of the school's charter: "the district shall give the school a reasonable opportunity to cure" violations claimed by the District and "[n]ormally the opportunity to cure shall be 30 days after service of the Notice, which may be extended my mutual agreement." Required Element N also provides that "within 30 days of service of the Notice, the parties shall schedule mediation to resolve the matter with a mutually acceptable mediator. The parties shall mediate in good faith."

Should mediation fail to resolve the dispute, the school's charter provides that "within 60 days of the Notice and in the event that mediation is unsuccessful the dispute shall be referred to a mutually acceptable arbitrator who shall issue a written decision."

Issuance of this letter was approved by Escuela Popular's Board of Directors at its November 4, 2025 Special Meeting. Escuela Popular's Board is hopeful that this process will result in a productive dialogue that will resolve the District's concerns without needing to escalate further into the charter revocation process.

The parties need to come together to discuss and agree on appropriate solutions for this problem—not because this is what all authorizers need to do, but because it is the right thing to do. Escuela Popular remains eager to resolve the issues outlined in the Notice of Violation to the satisfaction of the District but does need clarity about whether the District expects something more than legal compliance and, if so, what that expectation is, and a reasonable time for implementation.

Sincerely,

Pablo Reguerin
Board Chair
Escuela Popular Board of Directors

Cc: East Side Union High School District Board of Trustees
Patricia Reguerin
William Schuetz, Esq.
Jerry Simmons, Esq.
Ellen Doty, Esq.

4916-0366-8086, v. 3

From:	Marquez, Teresa
To:	Patricia Reguerin
Cc:	Glenn Vander Zee; Berg, Bjorn; preguerin@escuelapopular.org; bgifford@escuelapopular.org; sanjuanaochoa@escuelapopular.org; mmejia@escuelapopular.org; mpreciado@escuelapopular.org; rescobar@escuelapopular.org; ellen.middaugh@sjsu.edu; Phillip Gedeon; Bill Schuetz; Rogelio Ruiz; dtoston@sccoe.org; Jerry W. Simmons; Ellen Doty
Subject:	Re: Notice of Violation Pursuant to Education Code Section 47607 - EPAFLC & EPCTC
Date:	Wednesday, October 22, 2025 5:22:58 PM

Dear Ms. Reguerin,

We have received your October 21, 2025, e-mail.

To clarify, at the October 16 Board meeting the Board took actions to approve the proposed Notices of Violation. The Board's actions did not direct District staff or the District's legal counsel to work with Escuela Popular staff and its attorneys to address and resolve the issues outlined in the notices. At your request, District staff did meet with Escuela Popular (EP) staff on October 15, in advance of the Board meeting and per your request, to discuss EP's questions related to the proposed Notices of Violation. At that time District staff clarified the District's role and obligations as an authorizer and to oversee compliance with the charter petition submitted by EP and approved by the Board. This was reiterated by Superintendent Vander Zee at the October 16 Board meeting, noting that the District's role in this process is as authorizer, that the decisions made by EP and the path towards compliance are to be made by EP as authorized by EP's Governing Board, and that the District's responsibility as authorizer is to review and assess any refutation and/or response for compliance with the law and the approved charter petition.

Per the Education Code and the Code of Regulations, EP's Board, if it chooses to respond, must submit to the District a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation, with supporting evidence. If you and the Board have questions regarding the content of the Notices of Violation, please send that to us in writing so that the District may respond. At all times, however, the obligation to prepare and submit any response and/or refutation to the Notices rests with EP and must be approved by the EP Board. In short, any response by EP to the Notices must be prepared by EP and authorized by the EP Board.

Once the District receives the EP Board-approved response, District staff will notify you if there are any questions or points for discussion or any other basis for a meeting as to the Notices of Violation, the implementation of your charter petition, and/or next steps. Again, the law and regulations provide that the response is to be done by EP with the express authorization of its Board, and not by the District or through a meeting(s) between the District and EP with counsel present.

Finally, thank you for clarifying that the materials presented during the October 16, 2025, Board meeting were not intended to serve as EP's official response to the Notices of Violation. That is contrary to the statement of your attorney in open session at the October 16 Board meeting when he stated: "This is the official charter school response, to be clear." (Board Meeting starting at 1:14:36) Moreover, EP provided binders to each of the Board members and the Superintendent at the October 16 meeting stating:

"We have brought binders with us tonite. We have a copy for each one of you Board members. We have a copy for your staff. It is broken out by individual teacher and you will find each teacher's name and credential, certificate or permit that entitles them to teach in the state of California."

(Board meeting starting at 1:18:58). As noted in previous communication, not all binders provided at the October 16 meeting included identical content.

We look forward to receiving the EP Board-approved response, refutation, etc. and supporting evidence.

Thank you,
Teresa Marquez

Teresa Marquez

East Side Union High School District
Associate Superintendent, Educational Services
(408)347.5170| marquezt@esuhsd.org

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On Tue, Oct 21, 2025 at 5:29 PM Patricia Reguerin <patricia@escuelapopular.org> wrote:

> Dear Superintendent Vander Zee and East Side Union High School District Team,
>
> Thank you for your correspondence dated October 17, 2025, regarding the *Notice of Violation* for Escuela Popular Accelerated Family Learning Center (EPAFLC).
>
> As you may recall, the East Side Union High School District Board directed district staff, along with the District's legal counsel, to work collaboratively with Escuela Popular staff and our attorneys to address and resolve the issues outlined in the notice.
>
> I would like to clarify that the materials presented during the October 16, 2025, Board meeting were not intended to serve as an official response to the Notice of Violation. They were provided to facilitate discussion and support the collaborative process envisioned by the Board.
>
> I have previously submitted two requests to meet with District representatives and counsel to begin this work. While my initial request received a response, my subsequent requests have gone unanswered. This email serves as my third formal request—and second since the October 16 Board meeting—to schedule a meeting as soon as possible with counsel present.

Additionally, I want to express concern regarding the suggestion at the October 16 Board meeting that collaboration might wait until the District's site visit scheduled for Monday, October 27. Waiting until that date would significantly shorten the time available for both the District and the School to work together toward resolution before the remedy deadline of November 17, 2025, as established in the Board's adopted resolution. To ensure a meaningful and good-faith effort to address the identified issues, it is essential that collaboration begin immediately.

Our goal remains to work constructively and in partnership with the District and its counsel to resolve these matters promptly and responsibly. Please provide your earliest availability for a meeting this week.

Thank you for your attention and willingness to work collaboratively.

Patricia Reguerin
Executive Director
Escuela Popular
408-426-6593

Escuela Popular
Educates to Transform Lives
Childcare, Dual Language, & High School Academies

149 N. White Road, San Jose, CA 95127

This email was sent by an educator or team member at Escuela Popular. This email and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this email or any attachment is prohibited. If you have received this email in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.

On Mon, Oct 20, 2025 at 4:01 PM Berg, Bjorn <bergbj@esuhsd.org> wrote:

> Dear Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors:
>
> This letter is on behalf of Superintendent Mr. Vander Zee informing you that the East Side Union High School District Board of Trustees unanimously approved issuance of the enclosed Notices of Violation to Escuela Popular Accelerated Family Learning Center and Escuela Popular Center for Training and Careers charter schools at its regular meeting on October 16, 2025. The Notices of Violation, with all relevant documents enclosed as Exhibits, was previously delivered by email and hand delivery to Ms. Reguerin and Escuela Popular Del Pueblo Board of Directors on October 13, 2025. These letters outline to period of time allowed to address each identified violation.

Please reach out if you have any questions or concerns.

Thank you,
Bjorn Berg
Director of Assessment & Accountability
Charter School Oversight
East Side Union High School District
(408) 347-5174

EXHIBIT “C”

RENEWAL - 1510

3B

Information/Action

Certification Committee

Improving Short-Term Staffing Options to Uphold Instructional Continuity for All Students During Credentialed Teacher Recruitment

Executive Summary: This agenda item responds to the Governor's veto of AB 1224 by reviewing California's short-term staffing structure, examining the gaps that arise when substitute assignments exceed current day limits, and presenting preparation-aligned options to support instructional continuity during credentialed teacher recruitment. It summarizes the temporary flexibilities used during and after the COVID-19 emergency, outlines the risks associated with extended assignments without adequate preparation and support, and identifies potential mid-range authorizations that maintain stability for students while preserving the state's commitment to fully credentialed teachers.

Recommended Action: Staff recommend that the Commission review and discuss the options presented in this item and provide direction to guide the development of a refined proposal for consideration at a future meeting.

Presenters: Adam Ebrahim, Chief Deputy Director; Erin Skubal, Senior Director, Licensing Branch

Strategic Plan Goal

Professional Licensure

- **Goal 5.** Educators are appropriately licensed based on the preparation they completed and the services they will provide.
    J. Regularly communicate with education partners regarding changes and strategies related to credentialing requirements

Improving Short-Term Staffing Options to Uphold Instructional Continuity for All Students During Credentialed Teacher Recruitment

Introduction

This agenda item responds to the Governor's veto of AB 1224 by reviewing California's short-term staffing structure, examining the gaps that arise when substitute assignments exceed current day limits, and presenting preparation-aligned options to support instructional continuity during credentialed teacher recruitment. It summarizes the temporary flexibilities used during and after the COVID-19 emergency, outlines the risks associated with extended assignments without adequate preparation and support, and identifies potential mid-range authorizations that maintain stability for students while preserving the state's commitment to fully credentialed teachers.

Background

During the COVID-19 emergency, the state temporarily expanded substitute-teaching flexibilities to address widespread staffing disruptions during a global public health crisis. The 2021 Education Omnibus Budget Trailer Bill (AB 167, 2021) authorized credentialed and permitted substitute teachers to serve for up to sixty cumulative instructional days in both general education and special education assignments through June 30, 2022, to address the crisis. In early 2022, Executive Order N-3-22 extended substitute service in general education classrooms to 120 days through March 31, 2022. As staffing challenges continued, subsequent legislation further extended the temporary sixty-day authorization. AB 181 (2022) continued the authorization through July 1, 2023, and SB 141 (2023) extended it again through July 1, 2024. These measures were limited to the COVID period and the immediate years that followed and were explicitly temporary. Additionally, statewide data indicate that California's academic recovery from pandemic-related disruptions remains fragile, with persistent gaps for high-need student groups and continued sensitivity to staffing instability. With the conclusion of the pandemic and the return to full in-person learning, the Legislature and Governor discontinued all emergency substitute extensions indefinitely and return to pre-pandemic substitute service limits.

With the expiration of the extensions of COVID period flexibilities, AB 1224, authored by Assemblymember Valencia, was introduced in 2025 to again authorize up to sixty cumulative instructional days of substitute service for individuals holding a Commission-issued substitute permit or credential authorizing day-to-day substitute teaching in both general and special education classrooms. The bill sought to provide temporary flexibility following the expiration of the COVID-era extensions.

In its findings and declarations, AB 1224 stated that the long-term solution to staffing shortages must be a sustained commitment to fully credentialed, appropriately assigned teachers in every

classroom. The bill acknowledged that local education agencies (LEAs) continue to experience vacancies and extended leaves that disrupt instructional continuity and proposed a time-limited extension of the sixty-day authorization during this period.

The section also expressed the author and sponsors' intent that any temporary policy be accompanied by a focused review of the Commission's short-term staffing options. Specifically, the bill encouraged the Commission to examine whether existing options, such as the Teaching Permit for Statutory Leave (TPSL) and the Emergency Career Substitute Permit, could be made more flexible, accessible, or responsive to local education agency needs while maintaining safeguards for instructional quality and equity.

AB 1224 was returned without the Governor's signature and accompanied by the following veto message.

> *OCT 06 2025*
>
> *To the Members of the California State Assembly:*
>
> *I am returning Assembly Bill 1224 without my signature.*
>
> *Through January 1, 2029, this bill increases the time substitute teachers can serve in general education or special education classrooms to up to 60 days, doubling or tripling current caps.*
>
> *Research demonstrates that substitute teachers tend to serve classrooms with a disproportionate number of students with disabilities, English learners, and students from low-income families. While this bill requires local educational agencies to offer mentorship, training, and support to substitute teachers, it does not mandate their participation in these programs. As such, this bill would allow individuals to serve our highest-need students for as much as a third of a school year without minimally required training or mentorship.*
>
> *I recognize the author's goal of providing more continuity in challenging staffing situations. As such, I encourage the Commission on Teacher Credentialing to utilize its existing authority to engage stakeholders and expeditiously reexamine and amend its short-term staffing pathways to support continuity of instruction, and to address the minimum levels of preparation and support required.*
>
> *Alternatively, the author could introduce legislation that addresses the lack of required training and support for long-term substitute teachers.*
>
> *For these reasons, I cannot sign this bill.*
>
> *Sincerely,*
>
> *Gavin Newsom*

The Governor's veto message expresses concern around extended substitute assignments for all classrooms, with specific reference to students with special needs. Past legislative efforts offer additional context for why extending substitute day limits in special education raises

questions beyond staffing flexibility. In 2016, AB 2336 (Olsen) proposed increasing the special education substitute cap from twenty to forty days. The Senate Education Committee analysis observed that Education Code section 56061 sets specific limitations on the use of substitute teachers in special education settings and noted that extending substitute service beyond those limits could raise concerns about alignment with federal expectations regarding the delivery of required services to students with disabilities. During the hearing, California Department of Education staff offered similar caution in oral testimony. AB 2336 did not advance, and the statutory limits for special education assignments remain unchanged. Because section 56061 is set in statute, adjustments to special-education substitute day limits fall outside the Commission's regulatory authority. The Commission's work to meet the Governor's veto message must therefore focus on options that operate within existing statutory boundaries.

This agenda item responds to both the Legislature's intent and the Governor's direction. It examines the existing short-term staffing structure, identifies the gaps that arise when an assignment extends beyond the current thirty-day and twenty-day limits, and describes the instructional, relational, and service-related elements of continuity that must be preserved during extended assignments. It then outlines considerations and potential options for strengthening the state's short-term staffing pathways in alignment with expectations in both AB 1224 and the Governor's veto message. Early engagement by Commission staff included representatives of employer organizations, employee groups, and student-focused civil rights advocates. These initial conversations were limited in scope but provided important insight into shared concerns and priorities. Ensuring that students receive high-quality instruction and reliable access to required supports was a value shared across all groups. Broader consultation has begun and will continue into the new year, with additional opportunities for public engagement and Commission discussion planned for February.

Problem Statement

California continues to experience shortages of fully credentialed teachers, with the extent of these shortages varying by region and credential area. These shortages have increased reliance on substitute educators to maintain classroom coverage during extended absences and vacancies, while a fully credentialed teacher can be recruited. Temporary statutory and executive flexibilities allowed substitute teachers to serve for up to sixty days during the pandemic, but these flexibilities expired on July 1, 2024, returning local education agencies to the statutory limits of thirty days in general education and twenty days in special education.

Initial conversations with human resources leaders, educator organizations, and a student-focused civil rights representative revealed several consistent themes. These discussions were expeditious and limited in scope, but they provide early insights into how extended absences and vacancies affect school operations, instructional continuity, and student learning.

Human resources leaders described substantial operational strain. Many LEAs, especially those in rural or hard-to-staff areas, continue to face persistent vacancies, small applicant pools, and difficulty attracting credentialed teachers even after extended recruitment efforts. Maintaining basic classroom functioning often requires reshuffling of staff, reassigning site personnel, or

having administrators provide coverage. These pressures affect school operations every day and can even create turnover pressure for certificated site staff who must support unprepared substitutes.

Employers emphasized that the expiration of the temporary sixty-day flexibility has intensified these challenges. When an absence or vacancy extends beyond the current limits, LEAs must rotate multiple individuals through the same classroom. Employers described this rotation as disruptive and difficult for students, who must repeatedly adjust to unfamiliar adults. They indicated that rotation is not an approach they would choose absent necessity. From their perspective, maintaining a single individual for a longer period helped mitigate some of the instability associated with the broader teacher shortage.

Educator representatives echoed the operational pressures and focused on a different aspect of the larger problem. They emphasized that continuity of the same adult does not guarantee continuity of instruction or student support. Extended assignments require an individual to sustain classroom routines, carry forward instructional plans, implement accommodations and required supports, communicate with families, monitor student progress, and maintain the learning environment. These responsibilities involve fundamental elements of teaching practice that typically develop through extensive structured preparation and guided practice. Education partners noted that these expectations are especially significant in special education settings, where federal and state laws require the consistent provision of services under IDEA and Section 504.

Educator representatives also raised concerns about over-reliance on extended substitute placements. When an individual can remain in a classroom for several weeks with minimal preparation requirements, recruitment for a credentialed teacher may slow as administrators attend to other urgent operational needs. This concern reflects the practical demands of shortage conditions rather than assumptions about employer intent. Educator representatives noted that the use of substitutes in extended assignments creates cost savings because substitutes are paid at a lower daily rate than a fully credentialed teacher with salary and benefits. They emphasized that, in these situations, funding generated by student attendance, including supplemental and concentration allocations, must continue to be used to support instructional stability and advance student learning in the impacted classroom. These dynamics underscore the importance of transparency and accountability during extended temporary placements.

Student-focused civil rights advocates affirmed these concerns, noting that the use of extended temporary placements can affect how funds intended to support equitable learning conditions are used and monitored. The advocates emphasized that schools serving students with disabilities, English learners, and students from low-income backgrounds are the most likely to experience staffing disruptions, and that any expansion of short-term staffing flexibility must therefore be paired with clear requirements for preparation, support, transparency, and documentation. The advocates further emphasized that when extended substitute assignments become necessary, the preferred option should remain placing a fully credentialed teacher,

such as a retired educator or a currently credentialed teacher serving in a substitute capacity whenever available, since these individuals have the preparation and supervised clinical experience needed to maintain continuity and uphold required services during mid-range coverage while a permanent credentialed teacher is identified.

Across all groups, there was broad agreement that supporting student learning and meeting the needs of students most affected by staffing disruptions should remain central in any policy discussion. Although education partners approached the issue from different operational perspectives, they shared a common priority: ensuring that any individual serving beyond short-term limits has sufficient preparation and support to sustain instructional continuity and uphold required services. These conversations also highlighted that small and rural LEAs face unique challenges, because staff often serve multiple roles, which affects how preparation and support can be delivered.

Taken together, these themes point to a central challenge. The current statutory limits require rotation practices that undermine stability, while extended assignments require levels of preparation and support that the existing short-term structure does not provide. Local education agencies need a way to maintain continuity when an assignment extends beyond short-duration limits. Students and families need assurance that individuals placed in these roles are equipped to uphold instructional routines and required supports. The absence of pathways that meet both needs creates the policy gap the Commission must now address.

Current Short-Term Staffing Structure

Table 1: Current Short-Term Staffing Structure

License Type	*General Education*	*Special Education*	*Purpose*
Substitute-Prospective Teachers	30 days	20 days	Day-to-day substitute
Substitute Teacher	30 days	20 days	Day-to-day substitute
Credential Holder Substitute	30 days	20 days	Day-to-day substitute
Career Substitute Teacher	60 days	20 days	Mid-range substitute

Limited Teaching Permits	*General Education*	*Special Education*	*Purpose*
Teaching Permit for Statutory Leave	Up to 1yr	Up to 1yr	Interim teacher of record
Short Term Staffing Permit	Up to 1yr	Up to 1yr	Interim teacher of record
Provisional Internship Permit	Up to 1yr	Up to 1yr	Interim teacher of record

California's short-term staffing system is built around a set of substitute and temporary teaching permits that were created at different times to address specific operational needs.

Each authorization has its own purpose, day limits, preparation expectations, and renewal rules. Together they provide options for day-to-day substitute coverage and full-year emergency service, but they do not create a coherent pathway for vacancies or temporary leave assignments that extend beyond 30 days in general education or 20 days in special education.

Fully credentialed general education, special education, and services credential holders may substitute for up to 30 cumulative days in general education and 20 days in special education. General Education credential holders have additional flexibility through a Local Assignment Option that can authorize service for up to one year in some general education classroom settings. These flexibilities apply only to individuals who already hold full credentials.

Within the substitute category, the Emergency Substitute Teaching Permit for Prospective Teachers (5 CCR 80025.2) is designed for college students preparing for a teaching career. It authorizes service in preschool through adult settings for up to 30 days for any one general education teacher and up to 20 days in special education, with a maximum of 90 total workdays per year. Applicants must have completed 90 semester units, be enrolled in a four-year institution, and meet the basic skills requirement. The permit is valid for one year and may be renewed once with completion of an additional 15 semester units.

The Emergency 30-Day Substitute Teaching Permit (5 CCR 80025) is the ubiquitous substitute authorization for individuals holding a bachelor's degree. It permits 30 cumulative days in general education and 20 days in special education for any one teacher of record and requires an annual Statement of Need filed by the LEA. The permit is valid for one year and may be renewed each year as long as the Statement of Need is submitted.

For experienced substitutes, the Emergency Career Substitute Teaching Permit (5 CCR 80025.1) allows up to 60 days in general education within a single LEA while maintaining the 20 day limit for special education. Applicants must verify three consecutive years of at least 90 days of substitute service, hold a bachelor's degree, and receive a district endorsement. The permit is valid for one year and may be renewed annually with continued district endorsement.

Beyond substitute permits, several short-term authorizations allow individuals to serve as the teacher of record. The Teaching Permit for Statutory Leave (TPSL) (5 CCR 80022) authorizes service during statutory leaves with full general education or special education authorization aligned to the assignment. It requires a bachelor's degree, subject-matter competence, 45 hours of preparation aligned with section 80022 (Appendix A), and weekly support from appropriately credentialed personnel. The TPSL is valid for one year and may be renewed, with early renewals requiring additional preparation consistent with section 80022.

Two other short-term permits address acute staffing vacancies. The Short-Term Staff Permit (STSP) (5 CCR 80021) may be issued when an LEA encounters an immediate unforeseen staffing need and cannot secure a credentialed teacher or intern eligible candidate. It authorizes service for one school year and requires a bachelor's degree, subject-matter coursework or special

education experience, documentation of a diligent search, local orientation, and ongoing support. The STSP is valid for one year and may only be issued once to any individual.

The Provisional Internship Permit (PIP) (5 CCR 80021.1) is available when an LEA cannot find a credentialed or intern eligible candidate after a diligent search. Applicants must hold a bachelor's degree and meet subject-matter requirements through coursework or special education experience. LEAs must publicly announce the hiring intent, provide orientation and support, and help the individual move toward intern program enrollment. The PIP is valid for one year and is nonrenewable.

Taken together, these authorizations provide coverage for short absences and for full-year emergency appointments. What they do not provide is a structured, preparation-aligned pathway for assignments that last longer than the short-term limits but do not warrant a full-year authorization. This gap becomes especially visible in prolonged recruiting efforts for a fully credentialed teacher or in multi-week absences, particularly in classrooms serving students with disabilities, English learners, and students from low-income backgrounds.

Gap Analysis

Although California's short-term staffing structure provides several options for day-to-day coverage and full-year emergency assignments, it does not include a coherent pathway for extended substitute service that both maintains continuity and ensures adequate preparation and support. The system functions effectively at the two ends of the staffing spectrum. It offers straightforward authorizations for brief absences, and it provides full-year emergency permits when a district cannot find a credentialed teacher. The Emergency Career Substitute Permit offers a viable option for extended service in general education, but it is intentionally limited to experienced local substitutes and does not address the broader range of extended assignments that arise statewide.

The gap emerges most clearly in assignments that extend beyond thirty days in general education or twenty days in special education but do not warrant a full-year appointment. When these situations occur, LEAs must rotate multiple substitutes, shift staff internally, or move directly to full-year authorizations designed for long-duration service rather than short-range vacancy coverage. This mismatch between available options and staffing realities underscores the need for a mid-range pathway that supports continuity while maintaining appropriate preparation and safeguards.

The gap is most pronounced in vacancies. When no teacher of record is present to anchor instruction, the temporary educator must establish routines, organize instruction, implement supports, maintain communication with families, and uphold the learning environment without guidance from a returning teacher. These responsibilities require foundational preparation and guided practice to carry out effectively. Current substitute permits do not include these expectations, and the full-year authorizations used for vacancies create an imbalance between assignment length and the preparation that is appropriate for short-duration service.

In special education, the gap is shaped further by statutory requirements. Education Code section 56061 establishes the 20 day substitute limit and prescribes procedures for extensions. These limits reflect the heightened responsibilities associated with implementing IEPs, providing accommodations, and ensuring compliance with IDEA and Section 504. When extended service becomes necessary, the next available options are full-year authorizations such as the STSP, PIP, or, in statutory-leave situations, the TPSL. None of these were designed to function as short-duration continuity pathways for temporary vacancies or mid-range assignments that require the consistent provision of required services.

The system also lacks consistent expectations for preparation, support, and accountability when an individual serves beyond short-term limits. LEAs vary in how they communicate extended placements to families, how they verify continued recruitment efforts for fully credentialed teachers, and how they support individuals placed in extended roles. Without a statewide framework that defines minimum preparation, establishes support expectations, and requires transparent use, extended temporary coverage can drift into ongoing staffing patterns without safeguards for instructional continuity or public confidence.

Taken together, these gaps demonstrate that the existing structure does not provide a preparation-aligned, time-limited pathway for extended service in either general education or special education. A revised mid-range option, grounded in defined preparation and support expectations and accompanied by clear accountability and time limits, is necessary to maintain continuity in classrooms while LEAs continue efforts to recruit fully credentialed teachers.

Current Need

The gaps identified above point to a clear need for a structured, preparation-aligned pathway that supports extended temporary service while protecting instructional continuity and ensuring responsible use. When an assignment is designated beyond the thirty-day limit in general education or the twenty-day limit in special education, the responsibilities assumed by the temporary educator shift from short-term coverage to sustaining or establishing the elements of classroom function that affect student learning and access to required support. Addressing this shift requires expectations that go beyond what existing substitute permits were designed to support.

First, there is a need for a statewide option that allows a single individual to remain with a classroom for a defined, limited period when a vacancy or extended leave occurs, without defaulting to rotation practices that disrupt routines and undermine continuity for students. Such an option must be time-limited and clearly temporary, preserving the expectation that fully credentialed teachers remain the long-term goal for every classroom.

Second, any extended temporary option must include minimum levels of preparation that equip individuals to maintain classroom routines, carry forward basic instructional workflows, and implement required supports for diverse learners. Without foundational training, individuals assigned for several weeks may be unable to sustain the elements of continuity that students rely on, particularly in classrooms serving students with disabilities, English learners, and students with behavioral or instructional support plans.

Education partners also described the need for preparation that is feasible for LEAs to deliver and portable across districts, so that substitutes do not need to be retrained each time they serve in a new setting. Although education partners did not propose a specific model, their feedback highlighted the opportunity for the state, working with partners, to help alleviate local burden by making essential readiness content more widely available for preservice or on-the-job use.

This suggests a use case for a structured micro-certification approach (Appendix D) aligned with the essential content areas in Title 5, section 80022 and verified locally in the spirit of the TPSL framework. A micro-certification structure would support portability, reduce duplication of training, and allow completed preparation to contribute toward intern preservice requirements, helping ensure that preparation for extended assignments strengthens both immediate staffing stability and longer-term pathways into full credential programs.

Third, individuals serving in extended assignments need access to structured support during the period of service. Short-term preparation alone is not sufficient to ensure that temporary educators can navigate instructional pacing, manage the learning environment, communicate with families, and uphold required services. A coherent support structure helps safeguard students' access to stable, predictable learning conditions throughout the temporary placement.

Fourth, there is a need for transparent and accountable use of extended short-term staffing options. Families, boards of education, and the public expect clarity about when classrooms are staffed by individuals who are not fully credentialed, how long those assignments last, and what efforts the LEA is making to fill the position with an appropriately prepared teacher. Clear expectations for documentation, recruitment, and communication help ensure that extended short-term staffing does not drift into ongoing use.

Finally, any statewide approach must align with federal and state requirements, particularly in special education. Assignments that extend beyond the statutory substitute limits must ensure that students with disabilities continue to receive services consistent with IDEA, Section 504, and California Education Code. This requires preparation and support that enable temporary educators to implement accommodations and behavioral plans reliably.

Together, these needs point toward the development of a mid-range staffing option that is limited in duration, structured in preparation and support, transparent in use, and aligned with statutory and instructional requirements. Such an option would allow LEAs to maintain stability in classrooms during extended absences or vacancies while continuing efforts to recruit fully credentialed teachers.

While some extended assignments will always arise unexpectedly, many can be reasonably anticipated through spring staffing processes, known statutory and medical leaves, and positions that have historically been difficult to fill. The mid-range option contemplated in this item is therefore intended to function primarily as a planned component of short-term staffing strategies, while retaining flexibility for genuinely unforeseen vacancies or emergencies.

Development of the TPSL Framework

When the Teaching Permit for Statutory Leave was developed, employer groups, employee organizations, and student-focused civil rights advocates worked with the Commission to identify the minimum preparation and support expectations needed when an individual temporarily assumes responsibility for a classroom. This collaboration established the structure in Title 5 section 80022. The regulation defines essential content areas needed for service in temporary teaching assignments, such as curriculum and instruction, reading and literacy, pedagogy, human development, classroom management, English learner supports, ethics, health and safety, and the implementation of required services for students with disabilities. This content is designed to be delivered at the local level through three 45-hour modules each year for the TPSL holder's first three years of service (Appendix A).

During recent engagements with employers, the question arose about the origins of the 45-hour number. The 45-hour preparation baseline was set as the contact-hour equivalent of three semester units during the TPSL development process. It was expressed in hours rather than academic units so that local education agencies could design, implement, and verify preparation locally without relying on higher education credit structures. The weekly support requirement of an average of two hours per week was created to ensure that temporary educators receive consistent guidance from credentialed personnel to maintain routines, uphold student access to instruction, and implement required supports reliably.

Although developed for statutory leave situations, the TPSL framework establishes a practical baseline for the preparation and support expected when a temporary educator serves beyond a short assignment. Of note, many of the same groups that contributed to the development of the TPSL framework later co-sponsored AB 1224 as well as those that opposed it. For that reason, it served as a logical starting point in discussions with education partners.

Recommendations

Extended absences and temporary vacancies create staffing needs that fall between short-duration substitute coverage and full-year emergency authorizations. The following recommendations propose a set of options that together create a structured mid-length staffing spectrum. Each option is time limited, preparation aligned and designed to preserve the expectation that fully credentialed teachers remain the preferred long-term solution in every classroom.

The recommendations below are intended to provide a foundation for Commission discussion. Staff seek Commission guidance on the appropriate levels of required preparation, the semester unit and contact-hour equivalents associated with that preparation, the design of support expectations, and the level of subject-matter alignment needed in extended service, particularly in special education and other high need settings.

Table 2: Proposed Short-Terms Staffing Structure

Current Emergency Permit Type	*General Education*	*Special Education*	*Level of Responsibility*
Substitute-Prospective Teachers	30 days	20 days	Day-to-day substitute
Substitute Teacher	30 days	20 days	Day-to-day substitute
Credential Holder Substitute	30 days	20 days	Day-to-day substitute
Career Substitute Teacher: Experience	60 days	20 days	Mid-range substitute

New Proposed Mid-Range Options	*General Education*	*Special Education*	*Level of Responsibility*
Credential Holder Substitute	60 days	20 days	Mid-range substitute
Career Substitute Teacher: Training	60 days	20 days	Mid-range substitute
Teaching Permit for Vacancy or Leave	60 days	60 days	Interim teacher of record

Current Limited Teaching Permits	*General Education*	*Special Education*	*Level of Responsibility*
Teaching Permit for Statutory Leave	Up to 1yr	Up to 1yr	Interim teacher of record
Short Term Staffing Permit	Up to 1yr	Up to 1yr	Interim teacher of record
Provisional Internship Permit	Up to 1yr	Up to 1yr	Interim teacher of record

Recommendation 1: Expand the 30-Day Substitute Authorization for Credentialed Teachers
Proposal: Allow fully credentialed teachers in substitute assignments to serve up to sixty cumulative instructional days for any one teacher of record in both general education and special education.

Rationale: Credentialed teachers are the individuals best prepared to maintain continuity when short-term limits are exceeded. They have completed a state-approved preparation program that includes supervised clinical practice and coursework in curriculum and instruction, pedagogy, human development, literacy, and the needs of diverse learners. Expanding their substitute authorization provides a low-risk and high-stability option without compromising instructional quality.

- Support Expectations: Local education agencies shall ensure that credentialed teachers assigned for extended substitute service receive basic site-level support sufficient to sustain routines and meet local expectations, with particular attention to serving English learners and students with disabilities.

Recommendation 2: Establish an Alternate Pathway for the 60-Day Career Substitute Permit
Proposal: Create a new path to earn a 60-Day Career Substitute Permit for individuals holding a bachelor's degree to serve up to sixty cumulative instructional days for any one teacher of record in general education assignments. This permit would serve as an alternative pathway to the existing Emergency Career Substitute Permit, providing a 60-day option for individuals who do not yet meet the Career Substitute Permit's three-year experience requirement but are needed for mid-range assignments.

Rationale: A 60-day option with structured preparation and support provides a preparation-aligned route for individuals who can help maintain stability in mid-range substitute assignments but do not yet qualify for the Emergency Career Substitute Permit. This approach preserves the value of the Career Substitute authorization while creating an additional readiness-oriented pathway for LEAs facing extended absences or vacancies when there are not sufficient numbers of substitutes in a local area with the requisite experience to qualify for the permit through the experience route.

Many of the assignments that would rely on this option can be anticipated. Long-term leaves and unfilled positions identified after the hiring season allow local education agencies to arrange preparation and support in advance, although the permit is sufficiently flexible for unexpected vacancies that require immediate continuity.

- Proposed Preparation Requirements: Fifteen hours of preservice preparation aligned with the Title 5 section 80022 content areas covering essential readiness topics including classroom management, mandated reporting, local procedures, health and safety, and basic instructional routines. Thirty hours of on-the-job training aligned with the Title 5 section 80022 content areas at a scope and depth appropriate for substitute service to be completed after initial issuance of the permit.

  See Appendix B for an example of how the preservice and on-the-job learning could be organized.

- Support Requirements: An average of two hours per week of support that may be provided flexibly by site-based certificated staff. Support may include coaching, check-ins, modeling of routines, or assistance with instructional planning.

  See Appendix C for a sample schedule of flexible support. Note: Where the flexible support aligns with Title 5 section 80022 content areas, it could contribute to the on-the-job learning requirements.

- Subject Matter: No separate subject-matter requirement would be recommended for this permit. Instructional alignment will be supported through preservice preparation, on-the-job training, and the required system of support.

- Designated Subjects Career Technical Education: Because the Designated Subjects Career Technical Education 30-day substitute permit shares the same statutory day limits, this 60-day option would also be extended to CTE assignments, with details adapted to the

Designated Subjects structure. The intent is parity with general-education expectations while honoring the requirements of the CTE system.

- A holder who completes the required preservice preparation and receives continued local support may serve in additional 60-day substitute assignments within the same year, provided each assignment meets the criteria for extended service. For reissuance beyond the initial year, the individual must complete the next level of preparation aligned with the Title 5 section 80022 content areas and the LEA must verify continued need, continued support, and a new assignment determination.

Recommendation 3: Create a 60-Day Limited Teaching Permit for Vacancies
Proposal: Create a 60-Day Limited Teaching Permit for Vacancies authorizing service in both general education and special education settings when no teacher of record is available. This permit is intended for situations in which a classroom lacks an anchoring, fully credentialed teacher and requires a temporary educator who can uphold instructional routines, required services, and legal obligations.

Rationale: Vacancy assignments carry the highest level of risk to students because no fully credentialed teacher anchors instruction. In these situations, students must still receive required services under IDEA, Section 504, and state law, and they must experience stable routines, aligned instruction, and consistent implementation of supports. Full alignment with section 80022 ensures that temporary educators have the foundational preparation and structured support required to uphold these expectations. The 60-day limit reinforces that this authorization is a short-term bridge while recruitment efforts continue, not a replacement for a fully credentialed teacher.

- Preparation Requirements: Forty-five hours of preservice preparation meeting all Title 5 section 80022 content expectations prior to issuance of the permit. This includes foundational readiness in ethics, health and safety, curriculum and instruction, reading and literacy, pedagogy, human development, supports for English learners, and the implementation of IEP requirements.
- Support Requirements: An average of two hours per week of support aligned with section 80022. Support must include participation from at least one appropriately credentialed educator in the assignment area to ensure accurate implementation of curriculum, accommodations, and required services. Site-based certificated personnel may provide additional support consistent with local staffing models.
- Subject Matter: Basic subject-matter knowledge—not full subject matter readiness—is required for the permit holder. In multiple subject settings, this can be met through Multiple Subject coursework, exams, or degree major; in single subject settings, through the corresponding Single Subject options. In special education settings, subject-matter knowledge may be shown through either the multiple or single subject routes, or through relevant coursework or experience working with students with disabilities. These expectations provide a basic level of subject-matter familiarity without requiring the full subject-matter demonstration of a credentialed teacher.

- Renewal: This authorization would not be renewable for the same vacancy. Education Code section 56061 sets statutory limits on substitute service in special education and reflects the heightened responsibility associated with IEP implementation and federally required services. To remain aligned with these statutory boundaries, the 60-Day Limited Teaching Permit for Vacancies may only be issued once per vacancy. Any subsequent use would require a new vacancy determination and a new request from the employing agency. This ensures that the authorization functions as a short-term continuity option rather than a standing assignment or de facto extension of the statutory substitute limits governed by Education Code section 56061.

Accountability and Transparency

Extended substitute assignments and temporary vacancy placements carry significant responsibility. Even when used appropriately and for short periods, these assignments place an uncredentialed or partially prepared educator in front of students who rely on consistent routines, aligned instruction, and required services. For this reason, any 60-day authorization must be used only as an emergency stopgap, transparently, and with continued attention to placing a fully credentialed teacher as soon as possible. Accountability expectations help ensure that these authorizations function as short-term bridges rather than longer-term workarounds.

When an LEA determines that an extended assignment is necessary, a brief verification from the superintendent or designee should confirm the staffing need, the steps taken to recruit a fully credentialed or intern eligible educator, and the plan to continue recruitment while the temporary authorization is in use. This verification is not intended to be burdensome. Rather, it provides a simple acknowledgement that extended placements are exceptional and that efforts to secure a permanent, fully prepared teacher remain active.

Because the use of extended authorizations reflects real staffing conditions in schools, LEAs should also share this information with their local governing boards through a public item. This allows communities to understand how many classrooms required extended coverage, how long the placements lasted, and the preparation and support provided to the individuals serving in those roles. This process also allows policy makers to understand the nuances of teacher shortage in local areas, providing opportunity to craft policies that may help mitigate the challenges. These expectations follow the same spirit as existing reporting for emergency permits and help maintain public visibility into how schools are managing vacancies and extended absences.

An annual summary of the use of emergency permits to cover assignments beyond 20 or 30 days at the end of the school year can support this transparency. By reviewing the full set of extended assignments used across the year, LEAs can better understand patterns in vacancies, progress toward filling open positions, and the types of supports that were most helpful to temporary educators. This end-of-year reflection also provides boards and communities with a clearer picture of local staffing challenges.

At the state level, the Commission should track the issuance and use of 60-day authorizations to inform future policy work. Statewide patterns can help identify credential areas and regions

experiencing persistent shortages and can contribute to broader workforce development efforts.

Overall, these accountability measures reinforce the expectation that extended service remains temporary and closely supported. They help maintain public confidence and ensure that students in high-need settings are not disproportionately assigned temporary personnel without preparation, support, or oversight. They also reflect a shared commitment among employers, educators, and civil rights partners to keep the needs of students at the center of any extended staffing solution.

Staff Recommendation
Staff recommend that the Commission review and discuss the options presented in this item and provide direction to guide the development of a refined proposal for consideration at a future meeting. In particular, staff seek input on the minimum preparation and support expectations that should accompany extended short-term assignments. Areas for Commission guidance include:

- the appropriate level of preparation for individuals serving in vacancy roles, expressed in semester-unit or contact-hour equivalents aligned with the essential content areas in Title 5 section 80022,
- the appropriate amount and structure of preservice preparation and on-the-job learning for individuals serving in extended substitute assignments,
- the design and flexibility of the required support structure for temporary educators, including expectations for frequency, focus, and the role of site-based certificated staff, and
- the degree of subject-matter alignment needed in extended service, particularly in special education and other high-need settings.

Staff also request direction on the limitations, reporting expectations, and time limits for any new authorization, and on whether preparation completed under these options should count toward intern preservice requirements.

Next Steps
Staff will continue engagement with education partners and return to the Commission with a refined proposal informed by the Commission's discussion and by additional listening and learning scheduled in the coming months.

Appendix A

Support System and Training Topics Required by Title 5, section 80022

These training topics reflect the collaboratively developed TPSL framework, in which employers, educators, and student-focused advocates identified the minimum preparation and support requirements now codified in Title 5 section 80022.

Support System

"(12) The employing agency shall provide on-the-job support and mentoring to the permit holder. Support shall be provided by a certificated employee selected by the school district superintendent or designee. Support shall include guidance, assistance, and feedback in relation to the permit holder's instructional practice, classroom management, and other activities assigned to the permit holder."

Preparation Topics

(2) The term "**Best Practices in Instruction and Individualized Education Programs**" as used in this section shall mean the following: federal disability category definitions and specific best practices; basic explanation of individualized education programs and other special education acronyms; how to interpret an individualized education program goal and collect data; how to interpret and implement a behavior plan; differentiated instruction and universal design for learning including visual supports, applied behavior analysis and positive behavioral interventions and supports; communication with parents; working with related service providers and paraeducators.

(3) The term "**Classroom Management and the Learning Environment**" as used in this section shall mean the following: research-based strategies for creating and maintaining effective learning environments; classroom organization; behavior management plans that support student engagement and learning; positive behavior supports; and local context (e.g., school-wide behavior management systems, Positive Behavioral Interventions and Support (PBIS), Multi-Tier Systems of Support (MTSS), Response to Instruction and Intervention (RTI2), Restorative Justice Approach).

(4) The term "**Curriculum and Instruction**" as used in this section shall mean the following: preparation in developing, implementing, adapting, modifying, and evaluating a variety of pedagogical approaches to instruction; using and developing instructional sequences and lesson plans that provide all students with equitable access to the content and experiences found in the state-approved core curriculum.

(6) The term "**Ethics**" as used in this section shall mean the following: confidentiality regarding student information; mandated reporting and child abuse prevention; Americans with Disabilities Act of 1990 (ADA); Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act of 1973; non-discrimination; universal access, designing and implementing equitable and inclusive learning environments for all students.

(8) The term "**Health, Safety and Hygiene**" as used in this section shall mean the following: emergency behavior interventions and de-escalation strategies; establishing a physically, socially, and emotionally safe classroom environment; specialized health care procedures;

injury and illness prevention; lifting, carrying, and use of mechanical lifts and equipment; general and specialized ergonomics; blood-borne pathogens and universal precautions.

(9) The term "**Human Development"** as used in this section shall mean the following: comprehensive knowledge of typical and atypical human development from the prenatal stage through adulthood; knowledge of developmental stages and development associated with various disabilities and risk conditions (e.g., visual impairment, autism spectrum disorders, cerebral palsy); resilience and protective factors (e.g., attachment, temperament) and their implications for learning.

(11) The term "**Local Context**" as used in this section shall mean the following: employer-specific software or programs used for attendance, grading, and individualized education program tracking; school expectations; local educational programs.

(14) The term "**Pedagogy**" as used in this section shall mean the following: introductory coursework in planning and delivering content-specific instruction consistent with state-adopted academic content standards for students and curriculum frameworks; knowledge of the full range of the service delivery system, including special and general education, diversity of grades/ages, and federal disability categories.

(17) The term "**Reading and Language Arts**" as used in this section shall mean the following: systematic instruction in reading, writing, listening, and speaking aligned to the state-adopted English Language Arts Content Standards and the Reading/Language Arts Framework that meets the needs of the full range of learners including struggling readers, students with special needs, typologies of English language learners, speakers of non-standard English, students who have no communication/language system, and advanced learners who have varied reading levels and language backgrounds.

(18) The term "**Relationships Between Theory and Practice**" as used in this section shall mean the following: exposure to the relationships between foundational issues, theories, and professional practice in relation to the principles of human learning and development, pedagogical strategies, curriculum, instruction, assessment, student accomplishments, attitudes, and conduct.

(20) The term "**Teaching English Learners**" as used in this section shall mean the following: principles of linguistic development; language acquisition; assessment of language proficiency; academic delivery and building strategies for English language learners; knowledge of educational equity, diversity, cultural and linguistic responsiveness and their implementation in curriculum content and school practices for all students.

(21) The term "**Using Technology in the Classroom**" as used in this section shall mean the following: knowledge in the basic principles of operation of computer hardware and software; use of technology to facilitate the teaching and learning process; legal and ethical issues related to the use of technology; best practices and research on the use of technology to deliver lessons that enhance student learning; integration of technology-related tools into the educational experience.

Appendix B

Title 5, §80022 Topics for Essential Preparation

The following tables illustrate how the Title 5, §80022 preparation topics could be organized into a 15-hour preservice component and a 30-hour on-the-job training sequence within a *Title 5, §80022* system of support. This breakdown is provided solely for illustrative purposes.

Example Pre-Service Essential Preparation: Title 5, §80022 Topics for a 60-Day Substitute Permit

When?	Title 5, §80022 Topics	Title 5, §80022 Description	Hours	Credit Equivalent
Preservice	Ethics	Confidentiality, mandated reporting, ADA/IDEA/504, nondiscrimination, and all legal duties that must be understood before teaching.	2.5	0.17
Preservice	Health, Safety, Hygiene	Emergency interventions, de-escalation, illness/injury prevention, specialized procedures, and safety protocols required for student protection.	2.5	0.17
Preservice	Local Context	District/site systems for attendance, grading, IEP tracking, and the operational expectations teachers must follow from day one.	2.5	0.17
Preservice	Best Practices in Instruction & IEPs	Basic understanding of IEPs, disability categories, goal interpretation, required data collection, and behavior plan implementation.	2.5	0.17
Preservice	Classroom Management & the Learning Environment	Essential supervision, structure, and behavioral expectations needed to keep students safe and classrooms stable immediately.	2.5	0.17
Preservice	Crash Course in Curriculum & Instruction	A survival-level orientation to curriculum, pacing guides, lesson components, and delivering prepared instructional materials accurately.	2.5	0.17
		Total	**15**	**1.00**

On-the-Job Foundational Preparation: Title 5, §80022 Topics for a 60-Day Career Substitute Permit

When?	Title 5, §80022 Topics	Title 5, §80022 Description	Hours	Credit Equivalent
On-the-Job	Curriculum & Instruction	Ongoing cycles of lesson design, adapting instruction, adjusting pacing, and assessing learning as the teacher encounters new units and student needs.	5	0.33
On-the-Job	Reading & Language Arts	Repeated practice with structured literacy routines, reading interventions, and data-based adjustments as teachers work with readers who progress differently, including students with language-based reading challenges.	5	0.33
On-the-Job	Pedagogy	Gradual development of instructional strategies and differentiation techniques that respond to diverse learners, including those who benefit from scaffolded or alternative approaches.	5	0.33
On-the-Job	Human Development	Applying developmental knowledge to real students, noticing how individual learning profiles—including processing, attention, and language differences—shape academic and behavioral needs.	5	0.33
On-the-Job	Teaching English Learners	Continual adjustment of language supports as teachers learn to navigate overlapping needs among multilingual learners and students who require additional learning supports.	5	0.33
On-the-Job	Using Technology in the Classroom	Iterative integration of digital tools to support instruction, including technology that can help with reading, writing, organization, or access for students who benefit from these supports.	3	0.20
On-the-Job	Relationships Between Theory & Practice	Reflective cycles that help teachers connect what they've learned about learning, development, and instructional design to the patterns they observe in real students throughout the year.	2	0.13
		Required Total	**30**	**2.00**

Appendix C

Title 5, §80022 Example Weekly Support Plan for a 60-Day Substitute

The following table provides a simplified example of a 12-week support plan for a 60-day substitute or a 60-day Limited Teaching Permit. Note: the preservice **is not** counted in the 2-hour average weekly support requirement from Title 5, §80022.

	Support: Site Mentor	Support: Instructional Coach	Support 3: Assistant Principal	Weekly Total Hrs.
Preservice	5 hours	5 hours	5 hours	15 hours
Week 1	45 minutes	45 minutes	30 minutes	2 hours
Week 2	45 minutes	45 minutes	30 minutes	2 hours
Week 3	45 minutes	45 minutes	30 minutes	2 hours
Week 4	45 minutes	45 minutes	30 minutes	2 hours
Week 5	45 minutes	45 minutes	30 minutes	2 hours
Week 6	45 minutes	45 minutes	30 minutes	2 hours
Week 7	45 minutes	45 minutes	30 minutes	2 hours
Week 8	45 minutes	45 minutes	30 minutes	2 hours
Week 9	45 minutes	45 minutes	30 minutes	2 hours
Week 10	45 minutes	45 minutes	30 minutes	2 hours
Week 11	45 minutes	45 minutes	30 minutes	2 hours
Week 12	45 minutes	45 minutes	30 minutes	2 hours
			12-week support total	24 hours
			12-week support average	2 hours

Appendix D

Example Title V, Section 80022 Micro-Certification Use Case

This appendix provides a brief, illustrative example of how training required under Title 5, section 80022 could be organized using a micro-certification structure. Commissioners and education partners have expressed interest in whether modern documentation tools could help local education agencies improve access to consistent training, support continuity during temporary staffing disruptions, and reduce duplication for individuals who serve across multiple districts. The concept described below is hypothetical and is offered only to illustrate one possible design approach.

Figure 1: Example digital badge and associated metadata

A micro-certification is a short, structured set of learning activities organized around a specific topic. Each micro-certification could include core content, a simple applied task, a brief artifact demonstrating what was completed, and a short reflection. When the activities are finished, a local verifier reviews the evidence and issues a digital badge. The badge is conferred and the held by the completer. The badge contains metadata identifying the topic, the activities completed, the date of completion, and the individual who verified the work. A micro-certification does not authorize service and does not replace any credential or permit. It provides portable documentation that required training has been completed. The term micro-certification is used here to avoid confusion with California's credentialing structure, since the term credential refers to a state authorization and should not be associated with short training modules.

The preparation expectations in Title 5 section 80022, lend themselves naturally to a modular structure of this kind. The regulation identifies essential content areas and organizes them across three 45-hour blocks of preparation. A micro-certification approach could group these required activities into “stacks” or curated collections of short micro-certification modules aligned with the Foundational, Intermediate, and Proficient levels specified in regulation. Each module would reflect the depth required at that level, and together they would document completion of the full Title 5, section 80022 training sequence.

A Commission-approved intern program sponsor could determine whether the completed sequence aligns with its own preservice expectations. Alternatively, the Commission could explore granting equivalence through other means. Local education agencies that are not program sponsors could still use the micro-certification sequence for their own verification needs, including documentation of training required for the Teaching Permit for Statutory Leave or for any future authorization that relies on section 80022 preparation.

A minimum viable micro-certification model could consist of a version-controlled set of shared training resources aligned to Title 5, section 80022, combined with a simple local process for verifying completion. LEAs would determine how learning is delivered, how evidence is reviewed, and who may serve as verifiers. Verification could then be used to generate a digital badge or completion record. Additional iterations could evolve the model and incorporate features that respond to user feedback and local implementation experience. Any such development would depend on future direction and available resources, as there is no current funding or staffing dedicated to this work.

The table below shows, for illustrative purposes, how the topics in section 80022 could be distributed across the three levels while still following the required regulatory sequence.

Title 5, section 80022 topics as micro-certifications			
Legend: F = Foundational; I = Intermediate; P = Proficient			
Micro-certification	Stack 1	Stack 2	Stack 3
Health, Safety, and Hygiene	F, I, P		
Ethics	F, I, P		
Local Context	F, I, P		
Curriculum and Instruction	F	I	P
Reading and Language Arts	F	I	P
Pedagogy	F	I	P
Human Development	F		I, P
Teaching English Learners	F	I	P
Best Practices in Instruction and IEPs	F	I	P
Classroom Management and Learning Environment	F	I	P
Relationships Between Theory and Practice		F	I, P
Using Technology in the Classroom		F, I	P

This appendix is intended only to illustrate how a modular documentation structure could help organize required preparation, support portability for educators working across LEAs, and

provide a clearer record of training in situations where continuity of instruction is essential. It does not propose changes to section 80022 or establish new requirements. If Commissioners are interested in further exploration of this concept, staff could bring a more fulsome elaboration to a future meeting.

EXHIBIT “D”

RENEWAL - 1535

MOU Exhibit 6: School Intervention Protocol

I. Intervention Authority and Responsibility

Pursuant to Education Code sections 47604.32 and 47607, the District has the legal authority and responsibility to oversee that the Charter School complies with the material terms of the Charter, pursues and meets the student outcomes identified in the Charter, adheres to generally accepted accounting principles, meets reporting requirements, complies with applicable law, monitors the fiscal condition of the Charter School, and does not engage in fiscal mismanagement. In addition, the District has the responsibility, under Education Code section 47607(d), to provide the Charter School reasonable opportunity to remedy a violation prior to revocation.

II. Process for Charter School Intervention

The decision to intervene in a school is precipitated by the District's reasonable belief that a specific school performance or compliance problem exists that indicates a material violation of the terms of the Charter, the MOU and/or applicable law. When engaging in School Intervention, the District shall, first and foremost, protect the interests of students and the public. To that end, the District shall engage in the following intervention procedures:

Statement of Concern(s) (Letter #1): Direct contact with the Charter School followed by a Letter stating the District's concerns. The Letter will reasonably state the District's concern; the basis or evidence on which the District's concern is founded; the result required to remedy the concern; the time in which the District expects the result to be achieved; and the means by which the District expects to verify achievement of the required result. Ordinarily, the District will provide the Charter School a minimum of fifteen (15) calendar days to achieve the required result.

Notice of Deficiency (Letter #2): In the event that the Charter School has failed to make meaningful progress in addressing the concern(s) identified in the initial Statement of Concern, the District will issue a Notice of Deficiency that identifies the deficiency, the basis or evidence on which it is founded, and the result required to remedy the deficiency. In addition, the District will require that the Charter School document and submit to the District the specific steps it is taking to remedy the deficiency and the anticipated completion date. The District will expect a satisfactory remedy within fifteen (15) calendar days from the date of the Notice unless the School shows good cause why that time should be extended. The District may at its discretion conduct additional oversight, including but not limited to one or more site visits, to monitor progress in remedying the deficiency.

Charter Probation (Letter #3): The District may in its discretion place the Charter School on Charter Probation and state the specific conditions of Probation including directing the school to take specific corrective action and to make substantial progress in addressing all remaining concerns by a specified date.

At its discretion, the District may appoint a school improvement team to supervise the corrective action and/or designate a monitor to evaluate the corrective action on an ongoing basis.

In addition, at its discretion, the District may impose any or all of the following Probation Sanctions pending satisfactory remedy of the concerns:

- Prohibit the school from enrolling any new students;
- Prohibit the school from expanding grade levels;
- Require professional development for leadership staff in areas of concern;
- Appoint a District representative or additional District representative (where there is already an existing District representative) to be an active and voting member of the Charter School's board of directors.

Charter Review (Letter #4): The District will restate the deficiencies and the Charter School's history of failure to correct or address those deficiencies. The District will develop recommendations to revoke the charter or to impose lesser sanctions. The District Board will decide whether to commence revocation proceedings.

Charter Revocation: If the District Board decides to commence revocation proceedings, the District shall schedule a District Board agenda item to hold a public hearing and consider revocation of the charter. The District shall provide written notice to the Charter School of the District's intent to revoke the charter and the facts in support of revocation.

No later than 30 days after providing the notice of intent to revoke the charter, the District shall hold a public hearing on whether evidence exists to revoke the Charter.

No later than 30 days after the public hearing, the District shall issue a final decision on the revocation. The District and the Charter School may agree to extend the date of the issuance of the final decision by an additional 30 days. Any decision to revoke the School's charter shall be based on written factual findings and supported by substantial evidence specific to the Charter School.

If the Charter School's charter is revoked based on the Charter School's failure to meet or pursue any of the student outcomes identified in the charter, or a material violation of any of the conditions, standards, or procedures contained in the Charter, the School shall continue to qualify as a charter school until such time as the Charter School has exhausted any appeals that it elects to pursue under Education Code section 47607(f).

III. Health and Safety

Nothing in the foregoing Process for Charter School Intervention shall impair the District's authority and legal duty to intervene in accordance with the Charter Schools Act and other applicable law, including the authority, pursuant to

Education Code section 47607(d), to revoke the charter immediately if necessary to remedy a severe and imminent threat to the health or safety of the Charter School's students.

EXHIBIT “E”

RENEWAL - 1539

Process for Responding to Concerns & Violations

MOU Exhibit 6: School Intervention Protocol

II. Process for Charter School Intervention

- Statement of Concern(s) (Letter #1)
- Notice of Deficiency/Violation (Letter #2)
- Charter Probation (Letter #3)
- Charter Review (Letter #4)
- Charter Revocation

EXHIBIT “F”

RENEWAL - 1541

Oversight areas - Credentialing

- Credential Types

	ACE - 12/4/25	ALPHA Cindy Avitia - 9/23/24*	BRCLA - 10/24/25	EP AFLC - 11/17/25	EP CTC - 11/13/25	KIPP SJC - 9/17/25	LCPA - 10/31/24*	LVAL - 10/24/25	SJCC - 11/18/25
GELAP				2					
Intern		8		2	1	3			
Multiple Subject	1			5	1			1	1
Single Subject	10	16	18	9	17	27	19	11	7
STP / Emergency	1	2		1	1	6	1		
Ed Specialist Instruction	3		2		1		2	1	
Pupil Personnel Services	2								
Sub	1	1		6	5	3			1
None	1			3	4			1	
	19	27	20	28	30	39	22	14	9

EXHIBIT “G”

RENEWAL - 1543

§ 80025. Emergency 30-Day Substitute Teaching Permit. 5 CA ADC § 80025

Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 5. Education
Division 8. Commission on Teacher Credentialing
Chapter 1. Credentials Issued Under the Teacher Preparation and Licensing Law of 1970
Article 2. Credential Types, Authorizations, and Requirements

5 CCR § 80025

§ 80025. Emergency 30-Day Substitute Teaching Permit.

Currentness

(a) Requirements for the issuance and reissuance of an Emergency 30-Day Substitute Teaching Permit include all of the following:

(1) Possession of a baccalaureate or higher degree from a regionally accredited college or university;

(2) Passage of the California Basic Educational Skills Test (CBEST);

(3) Submission to the Commission on Teacher Credentialing of a completed Application for Credential Authorizing Public School Service (form 41-4, rev 4-94); the fee(s) as specified in Section 80487; and, unless clearance is already on file with the Commission, personal identification on duplicate fingerprint cards and the completed Application for Character and Identification Clearance (form 41-CIC, rev 11-93).

(b) Authorization: The Emergency 30-Day Substitute Teaching Permit authorizes the holder to serve as a substitute in any classroom; preschool, kindergarten and grades 1-12, inclusive; or in classes organized primarily for adults within each county in which the permit is registered provided the employing agency has a completed Statement of Need on file for the school year. However, the holder shall not serve as a substitute for more than 30 days for any one teacher during the school year.

(c) The Statement of Need for 30-day Substitute Teachers must:

(1) describe the situation or circumstances that necessitate the use of an emergency permit holder, and

(2) state that either a credentialed person is not available, or that one or more credentialed persons are available, but do not meet the specified employment criteria established by the employing agency, and

(3) be prepared and signed by, as applicable, the superintendent of the employing school district, the superintendent of the employing county if the service will be rendered in county operated schools, or the head of the state agency under which the employing school operates.

(d) An Emergency 30-Day Substitute Teaching Permit is valid for no less than one year and expires one calendar year from the first day of the month immediately following the date of issuance.

Credits

NOTE: Authority cited: Section 44225(q), Education Code. Reference: Sections 44225(e), 44252(a), 44252(b), 44300, 44332.5(b), 44339, 44340 and 44341, Education Code.

HISTORY

1. Amendment filed 4-6-81; effective thirtieth day thereafter (Register 81, No. 15).

2. Amendment filed 7-29-83; effective thirtieth day thereafter (Register 83, No. 31).

3. Amendment filed 6-15-93; operative 7-15-93 (Register 93, No. 25).

4. Amendment of section heading and text filed 4-20-94; operative 5-20-94 (Register 94, No. 16).

This database is current through 12/26/25 Register 2025, No. 52.

Cal. Admin. Code tit. 5, § 80025, 5 CA ADC § 80025

END OF DOCUMENT

EXHIBIT “B”

EP NIR Teacher Credentialing Analysis

Updated: 1.29.2026

Staff Last Name	Staff First Name	School-Site	Assignment	Date Started in Assignment	Current Vacancy	Listed on 1.29.2026 Master Schedule	Teaching Credential	EL Authorization	Credential Status	Findings	Needed Credential	Author of Curriculum (Classes with Long Term Substitutes)	Current Contract for Assignment	Date Signed on Contract	Notes	Notes 2
Abrego	Wilson Richard	Both	Substitute		☐	☐				Not being used as a substitute today.			Yes (Paylocity)	6/9/2025		
Almanza Villagomez	Alejandra	Both	Study Hall, Economics, US History, Intro Social Studies	1.6.2026	☐	☑	STSP	CLAD	Fully	STSP issued in Social Science 11.1.2025 and expires 7.1.2026			Yes (Paylocity)	9/26/2025	Para contract, EP will send teacher agreement.	
Arroyo Chavez	Cindy	AFLC	4th	8.5.2025	☐	☑	Multiple Subject	BCLAD	Fully				Yes (Paylocity)	06/25/2025	Vacant from Oct to Dec because of BCLAD	
Cantera	Adan	Both	Int Mat I, II, III & Study Skills	8.5.2025	☐	☑	Single Subject	BCLAD	Fully				Yes (Paylocity)	5/15/2025		
Cifuentes	Alba	Both	Middle School PE and High School PE	8.5.2025	☐	☑	Single Subject	permit	Fully	BCLAD permit expires 9.1.2025			No			
Cortes Herrera	Judith	AFLC	1st	8.5.2025	☐	☑	GELAP	BASP	Fully				Yes (Paylocity)	5/13/2025	Waiting for CTC to post Clear Multiple Subject	
Cortes Valencia	Silvia Roxana	AFLC	2nd	8.5.2025	☐	☑	Multiple Subject	BCLAD	Fully				Yes (Paylocity)	8/1/2025		
Gonzalez	Aaron	Both	Int Science I & II	8.5.2025	☐	☑	STSP	CLAD	Fully	STSP issued 8.1.2025 and will expire in 7.1.2026; Intern credential pending			Yes (Electronic)	1/5/2026	Substitute. EP will send a teacher contract.	
Haynes	Charnice	AFLC	Substitute Middle School Science	1.6.2026	☑	☑				As long as a teacher has a valid credential, they are able to serve as a			Yes (Electronic)	1/5/2026	Substitute	
Jaimes Montanez	Arelis	AFLC	K	8.5.2025	☐	☑	Multiple Subject	BASP	Fully	Position was a vacacy from Oct to Nov			Yes (Electronic)	1/5/2026	Para, removed Oct to Nov pending credential for BCLAD	
Kinne	Michael	Both	English, Fine Art, Student TA Elective	8.5.2025	☐	☑	Single Subject	CLAD	Fully	Has a GELAP in Art that expires in 9.1.2026			Yes (Paylocity)	5/15/2025		
Lopez Sandoval	Martha Lidia	AFLC	3rd	8.5.2025	☐	☑	Multiple Subject	BCLAD	Fully				No		Is at AFLC and did not request agreement	
Macias De La Cruz	Maribel	AFLC	5th	8.5.2025	☐	☑	Multiple Subject	BCLAD	Fully	Emergency BCLAD			No			
Marquez Munoz	Juan De Dios	Both	PE	1.6.2025	☑	☐	Sub	None	Sub Status	Active Position Recruiting for.			Yes (Paylocity)	5/13/2025	PE Para	Change roster teacher to vacancy.
Morales	Yasna	AFLC	TK	8.5.2025	☐	☑	Multiple Subject	BASP	Fully				No			
Murillo Villeda	Ericka	Both	ELD, Spanish, Study Hall	8.5.2025	☐	☑	Single Subject	BCLAD	Fully				Yes (Paylocity)	5/19/2025		
Nieto Torres	Ma Magdalena	AFLC	ELD & English	8.5.2025	☐	☑	Single Subject	BCLAD	Fully	Has a GELAP in English that expires in 9.1.2026			No			
Ornelas	Brian David	AFLC	Middle Humanities	8.5.2025	☐	☑	GELAP	BCLAD	Fully	GELAP Social Science issued 9.1.2025 and expires 12.1.2025; GELAP English 11.1.2025 and expires 12.1.2025			No			
Ortiz	Fabio	AFLC	Middle School Math	8.5.2025	☐	☑	Single Subject	BCLAD	Fully				No		Is at AFLC and did not request agreement	
Palacios Ceballos	Judith Maria	Both	Middle School Spanish & ELD	8.5.2025	☐	☑	Single Subject	permit	Fully	Received permit 9.1.2025			Yes (Paylocity)	5/18/2025		
Quezada	Veronica	Both	Para		☐	☐							Yes (Paylocity)	9/28/2025	Para	
Ramirez	Aleli	AFLC	Middle School Humanities	8.5.2026	☐	☑	GELAP	BCLAD	Fully	GELAP expires in Oct 2026			Yes (Paylocity)	8/6/2025		
Rivera Cisneros	Isaias	AFLC	Substitute		☐	☐							Yes (Electronic)	1/5/2026	Substitute (day-to-day)	
Rodriguez Montenegro	Olga Margarita	Both	Spanish and ELD	8.5.2025	☐	☑	Single Subject	BCLAD	Fully	8.15.2025 is date of the Intern Spanish Credential			Yes (Electronic)	1/5/2026	Substitute; EP will send Teacher Agreement to District; Has sub permit for coverage of 8.5.2025 to	
Rodriguez	Sandra	Both	Para		☐	☐							No		Not an employee of EP	
Romero Padilla	Elsi	AFLC	3rd	8.5.2025	☐	☑	Multiple Subject	BCLAD	Fully	Emergency BCLAD			No		Waiting for BCLAD to post on CTC	
Stanton	Ethan	Both	Conversational English & English	8.5.2025	☐	☑	Single Subject	CLAD	Fully				Yes (Paylocity)	5/14/2025		
Tapia	Magali	Both	World History, Geography, ELD I	8.5.2025	☐	☑	Single Subject	BCLAD	Fully				Yes (Electronic)	1/5/2026	Substitute; EP will send teacher contract for Teacher position	
TBD	TBD	Both	Basic Computers	8.5.2025	☑	☑	Sub	None	Sub Status	Active Position Recruiting for. Currently using an agency.						
Torres Hermosillo	Hortencia	Both	Intro Social Studies & ELD	8.5.2025	☑	☐	STSP	CLAD	Fully	Social Studies STSP issued 10.1.2025 and expires 7.1.2026			Yes (Electronic)	1/5/2026	Substitute for ELD Vacancy for CTC	
Villalvazo Rodriguez	Luis	Both	Int Math I, II & Student TA Elective	8.5.2025	☐	☑	STSP	CLAD	Fully	Math STSP issued 8.1.2025 and expires 7.1.2026			Yes (Electronic)	1/5/2026	Substitute. EP will send teaching contract.	
Aguayo	Araceli	CTC	ELD	1.6.2026	☑	☑	Sub	None	Sub Status	Active Position Recruiting for			Yes (Paylocity)	8/5/2025	CTE Instrutor. Updated on 09/26/2025. Para. 06/30/2025 - CTE Instrutor.	
Bedolla Villa	Jose Egberto	CTC	Para		☐	☐							Yes (Paylocity)	9/26/2025	Para	
Carreon Padilla	Sergio	CTC	ELD	8.8.2025	☐	☑	Single Subject	BCLAD	Fully				No		EP will send a teaching contract.	
Cisneros	Cristina	CTC	No longer assigned to classes		☐	☐							Yes (Paylocity)	9/26/2025	Para. EP will email classified contract.	
Cruz Gonzalez	Adriana	CTC	English, ELD, Spanish, Study Skills	8.5.2025	☐	☑	Single Subject	CLAD	Fully	Single Subject Spanish issued 10.1.2025 but was not teaching a			Yes (Paylocity)	5/19/2025		
Duarte	Angelica	CTC	No longer with EP. Resigned in December.		☐	☐							No			
Flores	Miriam	CTC	Conversational English & English	8.5.2025	☐	☑	Single Subject	CLAD	Fully				Yes (Paylocity)	5/13/2025		
Gomez	Rosalba	CTC	Para		☐	☐							Yes (Paylocity)	9/26/2025	Para	
Gonzalez Moreno	Claudia	CTC	Para		☐	☐							Yes (Paylocity)	9/29/2025	Para	
Gutierrez	Edith	CTC	Para		☐	☐							Yes (Paylocity)	9/29/2025	Para	
Hernandez	Astrid	CTC	No longer assigned to classes		☐	☐							Yes (Electronic)	1/5/2026	Substitute. EP will updated agreement.	
Hernandez	Litzareli	CTC	Int Science I, II & Study Hall	8.5.2025	☐	☑	Intern	CLAD	Fully	Expires 11.1.2026			Yes (Paylocity)	5/19/2025		
Hernandez	Maria	Both	Math Lab, Study Skills, Int Mat I & II, ELD	8.5.2025	☐	☑	Single Subject	BCLAD	Fully				Yes (Paylocity)	5/19/2025		
Lopez Mata	Yesenia	CTC	Para		☐	☐							Yes (Paylocity)	9/29/2025	Para	
Mancilla Gallardo	Liliana	CTC	Para		☐	☐							Yes (Paylocity)	9/26/2025	Para	
Medina	Fernando	CTC	PE	8.5.2025	☐	☑	Single Subject	CLAD	Fully				Yes (Paylocity)	7/1/2025	Instructional leader	
Morales	Ignacio	CTC	Para		☐	☐							Yes (Paylocity)	9/26/2025	Para	
Munoz	Ana Edith	CTC	Para		☐	☐							Yes (Paylocity)	9/26/2025	Para	
Murillo Villeda	Johana	CTC	Para		☐	☐							Yes (Paylocity)	10/1/2025	Para	
Razo Cortez	Norma	CTC	World History, Geography, US History, Study Skills	8.5.2025	☐	☑	Single Subject	CLAD	Fully				Yes (Paylocity)	8/7/2025		
Rosales	Martha Leticia	CTC	Para		☐	☐							Yes (Paylocity)	6/5/2025	Para	
Sanchez Barrera	David	CTC	Math I, III and Math Lab	8.5.2025	☐	☑	Waiver	CLAD	Fully	Wavier expires 7.1.2026. Pending Intern Credential 1.1.2026.			Yes (Paylocity)	8/5/2025		
Gallegos Hernandez	Anayeli	Both	Substitute		☐	☐							No		Substitute. EP will send contract.	

RENEWAL - 1546

EP NIR Teacher Credentialing Analysis

Updated: 1.29.2026

Staff Last Name	Staff First Name	School-Site	Assignment	Date Started in Assignment	Current Vacancy	Listed on 1.29.2026 Master Schedule	Teaching Credential	EL Authorization	Credential Status	Findings	Needed Credential	Author of Curriculum (Classes with Long Term Substitutes)	Current Contract for Assignment	Date Signed on Contract	Notes	Notes 2
Deloya Garcia	Jesus	CTC	ELD	1.6.2026	☑	☑	Sub	None	Sub Status	Active Position Recruiting for			Yes (Paylocity)	5/22/2025	Substitute	
Gonzalez Moreno	Amber Esmeralda	Both	Sub/Para		☐	☐							Yes (Electronic)	1/5/2026	Substitute. Start date on contract 08/05/2025	
Proffitt	Jennifer	CTC	ELD, Study Skills and English	10.31.2025	☐	☑	Single Subject	CLAD	Fully				Yes (Electronic)	12/10/2025	To fill a vacancy	
Mendoza-Gutierrez	Sally	CTC	Education Specialist / Sub	8.5.2025	☐	☐	Education Specialist	CLAD	Fully				Yes (Paylocity)	5/13/2025		
Hemmings	Rob	CTC	Conversational English & ELD	11.6.2025	☐	☑	Single Subject	BCLAD	Fully				No		EP will send signed contract. Hired to fill a vacancy.	
Fan	Jerry	Both	Subsitute		☐	☐							No		EP will send signed contract.	
Boretz	Jeanne	AFLC	Humanties	1.7.2026	☐	☑	GELAP	BCLAD	Fully				No		Sent via email not in Jan 22. To fill a vacancy.	Vacancy from Nov to Dec due to TCC of prior teacher not

Counts

Credential Status	COUNTA of Sub Status
	0
Fully	35
Sub Status	4
Grand Total	**39**

Teaching Credential Type	COUNTA of Sub
	0
Education Specialist	1
GELAP	3
Intern	1
Multiple Subject	7
Single Subject	18
STSP	4
Sub	4
Waiver	1
Grand Total	**39**

EL Authorization Type	COUNTA of None
	0
BASP	3
BCLAD	16
CLAD	14
None	4
permit	2
Grand Total	**39**

Listed on Master Schedule	COUNTA of FALSE
FALSE	21
TRUE	37
Grand Total	**58**

Yes (Paylocity)	COUNTA of Yes (Paylocity)
	0
No	13
Yes (Electronic)	11
Yes (Paylocity)	33
Grand Total	**57**

EXHIBIT “C”

EscuelaPopular

Educates to transform lives.

ESCUELA POPULAR DEL PUEBLO

CONSOLIDATED
AUDIT REPORT

FOR THE YEAR ENDED
JUNE 30, 2024

A NONPROFIT PUBLIC BENEFIT CORPORATION
OPERATING THE FOLLOWING CALIFORNIA CHARTER SCHOOLS

Escuela Popular Accelerated Family Learning (Charter No. 0502)
Escuela Popular Center for Training and Careers (Charter No. 0646)

AND CONSOLIDATED WITH

149 N. White Road, LLC

ESCUELA POPULAR DEL PUEBLO
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JUNE 30, 2024

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on the Consolidated financial statements

Opinion

We have audited the accompanying consolidated financial statements of Escuela Popular Del Pueblo which comprise the statement of financial position as of June 30, 2024, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Escuela Popular Del Pueblo as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Escuela Popular Del Pueblo and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Escuela Popular Del Pueblo's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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Auditor's Responsibilities for the Audit of the Financial Statements (continued)

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Escuela Popular Del Pueblo's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information listed in the table of contents, including the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2024, on our consideration of Escuela Popular Del Pueblo's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Escuela Popular Del Pueblo's internal control over financial reporting and compliance.

Christy White, Inc.

San Diego, California
December 16, 2024

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2024

ASSETS	
Current assets	
Cash and cash equivalents	$ 25,719,598
Accounts receivable	2,729,943
Prepaid expenses	17,711
Total current assets	28,467,252
Noncurrent assets	
Deposits	28,855
Capital assets, net	17,379,353
Total noncurrent assets	17,408,208
Total Assets	$ 45,875,460
LIABILITIES AND NET ASSETS	
Liabilities	
Accounts payable	$ 4,445,151
Deferred revenue	2,027,085
Bonds payable	20,527,033
Total liabilities	26,999,269
Net assets	
Without donor restrictions	18,876,191
Total net assets	18,876,191
Total Liabilities and Net Assets	$ 45,875,460

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024

	Without Donor Restrictions
SUPPORT AND REVENUES	
Federal and state support and revenues	
Local control funding formula, state aid	$ 10,405,959
Federal revenues	1,575,495
Other state revenues	5,091,729
Total federal and state support and revenues	17,073,183
Local support and revenues	
Payments in lieu of property taxes	4,333,140
Grants and donations	8,714
Investment income, net	165,060
Other local revenues	150,502
Total local support and revenues	4,657,416
Total Support and Revenues	21,730,599
EXPENSES	
Program services	14,972,359
Supporting services	
Management and general	1,708,463
Fundraising	11,840
Total Expenses	16,692,662
CHANGE IN NET ASSETS	5,037,937
Net Assets - Beginning	13,838,254
Net Assets - Ending	$ 18,876,191

The notes to the consolidated financial statements are an integral part of this statement.

RENEWAL - 1555

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2024

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Eliminations	Total
EXPENSES					
Personnel expenses					
Certificated salaries	$ 2,406,347	$ 122,884	$ -	$ -	$ 2,529,231
Non-certificated salaries	3,908,304	480,780	-	-	4,389,084
Pension plan contributions	457,096	49,441	-	-	506,537
Payroll taxes	199,235	3,108	-	-	202,343
Other employee benefits	1,909,398	75,675	-	-	1,985,073
Total personnel expenses	8,880,380	731,888	-	-	9,612,268
Non-personnel expenses					
Books and supplies	989,664	93,992	-	-	1,083,656
Insurance	-	294,632	-	-	294,632
Facilities	2,855,623	755,836	-	(2,886,645)	724,814
Professional services	2,178,032	352,566	11,840	-	2,542,438
Interest expense	-	1,365,563	-	-	1,365,563
Depreciation	83,312	635,049	-	-	718,361
Fees to authorizing agency	15,963	146,780	-	-	162,743
Other operating expenses	176,564	11,623	-	-	188,187
Total non-personnel expenses	6,299,158	3,656,041	11,840	(2,886,645)	7,080,394
Eliminations	-	(2,886,645)	-	2,886,645	-
Total Expenses	$ 15,179,538	$ 1,501,284	$ 11,840	$ -	$ 16,692,662

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 5,037,937
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Depreciation	718,361
Interest expense - amortization of debt issuance costs	1
(Increase) decrease in operating assets	
Accounts receivable	491,356
Prepaid expenses	383,832
Deposits	(28,855)
Increase (decrease) in operating liabilities	
Accounts payable	1,936,365
Deferred revenue	(1,657,188)
Net cash provided by (used in) operating activities	6,881,809
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on bonds payable	(300,000)
Net cash provided by (used in) financing activities	(300,000)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	6,581,809
Cash and cash equivalents - Beginning	19,137,789
Cash and cash equivalents - Ending	$ 25,719,598
SUPPLEMENTAL DISCLOSURE	
Cash paid for interest	$ 1,365,563

The notes to the consolidated financial statements are an integral part of this statement.

RENEWAL - 1557

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Escuela Popular Del Pueblo (the school) and Subsidiary (the Organization) is a non-profit public benefit corporation that was incorporated in the State of California on October 2, 2000. The Organization is comprised of two charter schools, Escuela Popular Accelerated Family Learning Center (EPAFLC) and Escuela Popular Center for Training and Careers (EPCTC). Both schools were granted a five-year charter under the sponsorship of the East Side Union High School District, pursuant to the terms of the Charter Schools Act of 1992.

EPAFLC is a family learning center that serves Transitional Kindergarten through Grade 12. EPAFLC was developed as a grassroots effort to serve the unique needs of the Latino community in East San Jose.

EPCTC is a high school that serves students in Grades 9 through 12 who are over the age of 19. Many of these students have previously dropped out of school and are looking for a second chance to earn their high school degree. EPCTC combines a rigorous, standards-based academic program with relevant job skills training. EPCTC equips its students with a high school diploma and relevant job skills that will enables them to be effective members in today's workforce.

The Organization is the sole member of 149 N. White Road LLC (LLC), which was created in May 2017 to purchase school facilities utilized by EPAFLC and EPCTC. During the fiscal year end June 30, 2024, the Organization leased two facilities from the LLC (See Note 10).

B. Basis of Accounting

The Charter's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

C. Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Escuela Popular Del Pueblo and 149 N. White Road, LLC, which comprise the Organization as a whole. Intercompany accounts and transactions have been eliminated in consolidation.

D. Financial Statement Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). ASC 958-205 was effective July 1, 2018. Under the Guide, Escuela Popular Del Pueblo is required to report information regarding its financial position and activities according to two classes of net assets:

Net assets without donor restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions – These assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires (that is until the stipulated time restriction ends or the purpose of the restriction is accomplished) the net assets are restricted. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

D. Financial Statement Presentation (continued)

As a public charter school, the Charter also accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual* presented in Procedure 810 Charter Schools. Fund accounting is not used in the Charter's financial statement presentation.

E. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

F. Contributions

Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the statement of activities as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restriction support. Contributions restricted for the acquisition of land, buildings, and equipment are reported as net assets without restriction upon acquisition of the assets and the assets are placed in service.

Non-cash contributions of goods, materials, and facilities are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone possessing those skills, and would have to be purchased by the organization if not donated.

G. In Lieu of Property Tax Revenue

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31. The County bills and collects the taxes for the authorizing agency. In lieu of distributing funds out of property tax proceeds, the authorizing agency makes monthly payments to Escuela Popular Del Pueblo. Revenues are recognized by the Charter when earned.

H. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenses have been allocated between program and supporting services based on management's estimates.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Cash and Cash Equivalents

Escuela Popular Del Pueblo considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

J. Investments

The Charter's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Gains and losses resulting from adjustments to fair values are included in the accompanying statement of activities. Investment return is presented net of any investment fees.

K. Receivables and Allowances

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is established, as necessary, based on past experience and other factors which, in management's judgment, deserve current recognition in estimating bad debts. Such factors include the relationship of the allowance for doubtful accounts to accounts receivable and current economic conditions. Based on review of these factors, the Charter establishes or adjusts the allowance for specific revenue sources as a whole. At June 30, 2024, an allowance for doubtful accounts was not considered necessary as all accounts receivable were deemed collectible.

L. Capital Assets

Escuela Popular Del Pueblo has adopted a policy to capitalize asset purchases over $5,000. Lesser amounts are expensed. Donations of capital assets are recorded as contributions at their estimated fair value. Such donations are reported as net assets without donor restrictions. Capital assets are depreciated using the straight-line method over the estimated useful lives of the property and equipment or the related lease terms.

M. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the organization prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

N. Income Taxes

Escuela Popular Del Pueblo is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Charter is exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code. As a school, the Charter is not required to register with the California Attorney General as a charity.

The Charter's management believes all of its significant tax positions would be upheld under examination; therefore, no provision for income tax has been recorded. The Charter's information and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Fair Value Measurements

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The three levels of the fair value hierarchy are described below:

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.
Level 2	Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

P. Lease Arrangements

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*, a new lease standard effective no later than the fiscal year 2022-23. Under FASB ASC 842, a right-of-use asset and a related lease liability must be recorded on the statement of financial position (balance sheet) for proper recognition of any operating lease. A right-of-use asset is an intangible asset that pertains to the lessee's right to occupy, operate, and hold a leased asset during the agreed rental period. A lease liability is the financial obligation for the payments required by the lease, discounted to present value.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents, as of June 30, 2024, consists of the $25,719,598 in cash in banks. As of June 30, 2024, $21,864,320 of the Escuela Popular Del Pueblo's bank balance was exposed to custodial credit risk as there were deposits over $250,000 in accounts held at one or more banks. Custodial credit risk is the risk that in the event of a bank failure, an organization's deposits may not be returned to it. Escuela Popular Del Pueblo does have a policy for custodial credit risk for deposits. The FDIC insures up to $250,000 per depositor per insured bank.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2024, consists of the following:

Local control funding sources, state aid	$	433,330
Federal sources		532,355
Other state sources		880,958
In lieu property tax payments		827,772
Other local sources		55,528
Total Accounts Receivable	$	2,729,943

NOTE 4 – CAPITAL ASSETS

A summary of activity related to capital assets during the year ended June 30, 2024 consists of the following:

Escuela Popular Del Pueblo Schools	Balance July 1, 2023	Additions	Disposals	Balance June 30, 2024
Property and equipment				
Buildings and building improvements	$ 2,040,300	$ -	$ -	$ 2,040,300
Site and leasehold improvements	186,029	-	-	186,029
Furniture and equipment	419,513	-	-	419,513
Total property and equipment	2,645,842	-	-	2,645,842
Less accumulated depreciation	(911,097)	(111,086)	-	(1,022,183)
Capital Assets, net	$ 1,734,745	$ (111,086)	$ -	$ 1,623,659

149 N White, LLC	Balance July 1, 2023	Additions	Disposals	Balance June 30, 2024
Buildings	$ 19,356,139	$ -	$ -	$ 19,356,139
Less accumulated depreciation	(2,993,170)	(607,275)	-	(3,600,445)
Capital Assets, net	$ 16,362,969	$ (607,275)	$ -	$ 15,755,694

NOTE 5 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2024, consists of the following:

Due to grantor government	$ 1,878,664
Vendor payables	2,208,304
Salaries and benefits	212,726
Due to authorizing agency	145,457
Total Accounts Payable	$ 4,445,151

NOTE 6 – DEFERRED REVENUE

Deferred revenue as of June 30, 2024, consists of the following:

Federal sources	$ 90,000
State sources	1,937,085
Total Deferred Revenue	$ 2,027,085

NOTE 7 – BONDS PAYABLE

A summary of activity related to bonds payable, net of unamortized discounts and costs of issuance, during the year ended June 30, 2024 consists of the following:

	Balance July 1, 2023	Draws	Payments	Balance June 30, 2024
Bonds payable	$ 21,730,000	$ -	$ 300,000	$ 21,430,000
Inssuance costs	(902,966)	-	1	(902,967)
Total Loans Payable	$ 20,827,034	$ -	$ 300,001	$ 20,527,033

NOTE 7 – BONDS PAYABLE (continued)

In July 2017, the Organization entered into a bond agreement with Wilmington Trust, National Association in the principal amount of $24,040,000 (Bond). The Bond matures in the following tranches: $2,490,000 due July 1, 2027 with an interest rate of 5.5%, per annum; $5,455,000 due July 1, 2037 with an interest rate of 6.25%, per annum; $14,600,000 due July 1, 2050 with an interest rate of 6.5%, per annum. The Bond is secured by the underlying educational facilities. The bond contained a discount when issued of $1,103,625, which is being amortized as interest expense over the life of the bond. For the year ended June 30, 2024, the interest expense related to the Bond was $1,365,563.

The bonded debt is held under the LLC yet debt payments are structured as lease payments from the Charter to the LLC. The bonds require the Organization to comply with certain financial and nonfinancal covenants. Future repayment obligations for the bond are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2025	$ 315,000	$ 1,365,563	$ 1,680,563
2026	335,000	1,348,238	1,683,238
2027	355,000	1,329,813	1,684,813
2028	370,000	1,310,288	1,680,288
2029	410,000	1,277,125	1,687,125
Thereafter	19,645,000	17,082,406	36,727,406
Total	$ 21,430,000	$ 23,713,433	$ 45,143,433

NOTE 8– NET ASSETS

As of June 30, 2024, the Organization did not hold any net assets with donor restrictions. Certain designations or reserves have been made for the use of net assets without donor restrictions either by the board, management or by nature of the financial assets held by the Charter. At June 30, 2024, the Charter's net assets without donor restrictions consists of the following:

Net investment in capital assets	$ 1,623,659
Undesignated	17,252,532
Total Net Assets without Donor Restrictions	$ 18,876,191

NOTE 9 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Charter's financial assets as of June 30, 2024, reduced by amounts not available for general expenditure within one year. Financial assets are considered not available for general use when illiquid or not convertible to cash within one year, consist of assets held for others or are held aside by the governing board for specific contingency reserves. Any board designations could be drawn upon if the board approves that action.

Financial Assets	
Cash and cash equivalents	$ 25,719,598
Accounts receivable	2,729,943
Prepaid expenses	17,711
Total Financial Assets, excluding noncurrent	$ 28,467,252
Contractual or donor-imposed restrictions	
Cash held for conditional contributions	(2,027,085)
Financial Assets available to meet cash needs for expenditures within one year	$ 26,440,167

NOTE 10 – EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. In accordance with *California Education Code* 47605, charter schools have the option of participating in such plans if an election to participate is specified within the charter petition. The Charter has made such election. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS).

California State Teachers' Retirement System (CalSTRS)

Plan Description
Escuela Popular Del Pueblo contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7667 Folsom Boulevard; Sacramento, California 95826.

Funding Policy
Active plan members are required to contribute 10.25% or 10.205% of their 2023-24 salary depending on the employee's membership date in the plan. The required employer contribution rate for fiscal year 2023-24 was 19.10% of annual payroll. The contribution requirements of the plan members are established by state statute. The Charter's contributions to CalSTRS were $506,537; 100% of the required contribution.

On-Behalf Payments
The State of California makes direct on-behalf payments for retirement benefits to CalSTRS on behalf of all school agencies in California. The amount of on-behalf payments made for Escuela Popular Del Pueblo is estimated at $223,901. The on-behalf payment amount is computed as the proportionate share of total 2022-23 State on-behalf contributions.

NOTE 11– COMMITMENTS AND CONTINGENCIES

Charter School Authorization

As mentioned in Note 1A, Escuela Popular Del Pueblo is approved to operate as a public charter school through authorization by the East Side Union High School District. As such, the Charter is subject to the risk of possible non-renewal or revocation at the discretion of its authorizing agency if certain criteria for student outcomes, management, and/or fiscal solvency are not met.

On July 9, 2021, the Governor of California approved Assembly Bill 130 (AB 130). Effective July 1, 2021, AB 130 added a provision within the California Education Code (EC) whereby all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years. Additionally, on July 10, 2023, the Governor of California approved Senate Bill 114 (SB 114), which amended EC 47607.4. The EC was amended to add "all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year." As a result, the charter petition end date is extended to June 30, 2025 for Escuela Popular Accelerated Family Learning and the charter petition end date is extended to June 30, 2026 for Escuela Popular Center for Training and Careers.

The Charter makes payments to the authorizing agency, to provide required services for special education and other purchased services in addition to fees for oversight. Fees associated with oversight consisted of 1% of revenue from local control funding formula sources. Total fees for oversight amounted to $146,780 and total expenses for special education amounted to $15,963 for the fiscal year ending June 30, 2024.

NOTE 11 – COMMITMENTS AND CONTINGENCIES (continued)

Governmental Funds

Escuela Popular Del Pueblo has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements would not be material.

Multiemployer Defined Benefit Plan Participation

Under current law on multiemployer defined benefit plans, the Charter's voluntary withdrawal from any underfunded multiemployer defined benefit plan would require the Charter to make payments to the plan, which would approximate the Charter's proportionate share of the multiemployer plan's unfunded vested liabilities. CalSTRS has estimated that the Charter's share of withdrawal liability is approximately $2,921,733 as of June 30, 2023. The Charter does not currently intend to withdraw from CalSTRS or CalPERS. Refer to Note 10 for additional information on employee retirement plans.

Pending or Threatened Litigation

The Charter is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Charter as of June 30, 2024.

NOTE 12– INTERAGENCY LEASE AGREEMENTS

The charter schools entered into a lease agreement with the LLC to occupy two facilities. The two facilities are utilized for instructional services in order to meet the goals established by the charter school. The lease called for a security deposit of $28,855 which has been recorded as a noncurrent asset on the statement of financial position. The lease agreement ends through June 2050. During the fiscal year ended June 30, 2024, the Charter paid $2,284,748 in lease payments under this operating lease. At June 30, 2024, the right-of-use asset was $32,230,888 and the operating lease liability was $33,382,781.

The following table shows the present value of the operating lease liability as the actual lease payments less the implied discount rate and the right-of-use asset as the lease expense over the straight-line basis reduced by the implied discount rate. The Charter has accounted for its lease agreements using an implied discount rate of 5.50%. The associated asset and liability are amortized over the remaining term of the lease as follows:

Fiscal Year Ending June 30,	Lease Payments
2025	$ 2,287,423
2026	2,288,998
2027	2,314,682
2028	2,334,332
2029	2,333,707
Thereafter	51,930,767
Total lease payments	63,489,909
NPV adjustment	(30,107,128)
Total Operating Lease Liability	$ 33,382,781

NOTE 13 – DONATED GOODS AND SERVICES

During the year, many parents, administrators and other individuals donated significant amounts of time and services to Paso Robles Charter School Project, Incorporated in an effort to advance the Charter's programs and objectives. These services have not been recorded in the Organization's financial statements because they do not meet the criteria required by generally accepted accounting principles. The Organization did not receive any donated items during the year ended June 30, 2024.

NOTE 14 – SUBSEQUENT EVENTS

Escuela Popular Del Pueblo has evaluated subsequent events for the period from June 30, 2024 through December 16, 2024, the date the financial statements were available to be issued. Management did not identify any transactions or events that require disclosure or that would have an impact on the financial statements.

SUPPLEMENTARY INFORMATION

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Charter and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The Charter has not elected to use the 10 percent de minimis indirect cost rate.

Federal Grantor/Pass-Through Grantor/Program or Cluster	AL Number	Pass-Through Entity Identifying Number	Federal Expenditures
U. S. DEPARTMENT OF EDUCATION:			
Passed through California Department of Education:			
Title I, Part A			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	$ 124,192
Title I, Part A, Basic School Support	84.010	14416	128,072
Subtotal Title I, Part A			252,264
Title II, Part A, Supporting Effective Instruction Local Grants	84.367	14341	16,451
Title III, English Learner Student Program	84.365	14346	41,931
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	10,000
COVID-19 Emergency Acts Funding/Education Stabilization Fund Discretionary Grants:			
Governor's Emergency Education Relief (GEER) Fund	84.425C	15517	17,480
Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425	15559	584,969
Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Learning Loss	84.425U	10155	179,937
Subtotal Education Stabilization Fund Discretionary Grants			782,386
Special Education: IDEA Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	147,738
Total U. S. Department of Education			1,250,770
U. S. DEPARTMENT OF AGRICULTURE:			
Passed through California Department of Education:			
Child Nutrition Cluster			
National School Lunch Program	10.555	13391	294,596
Supply Chain Assistance (SCA) Funds	10.555	15655	30,129
Subtotal Child Nutrition Cluster			324,725
Total U. S. Department of Agriculture			324,725
Total Federal Expenditures			$ 1,575,495

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATING STATEMENT OF FINANCIAL POSITION BY CHARTER
JUNE 30, 2024

	Escuela Popular Accelerated Family Learning Charter No. 0502	Escuela Popular Center for Training and Careers Charter No. 0646	149 N. White Road, LLC	Eliminations	Consolidated Total
ASSETS					
Current assets					
Cash and cash equivalents	8,453,771	13,957,639	$ 3,308,188	$ -	$ 25,719,598
Investments	-	-	-	-	-
Accounts receivable	1,444,544	1,272,650	12,749	-	2,729,943
Interagency receivables	15,383	35,097	-	(50,480)	-
Prepaid expenses	7,028	10,683	-	-	17,711
Lease receivable			165,522	(165,522)	-
Total current assets	9,920,726	15,276,069	3,486,459	(216,002)	28,467,252
Noncurrent assets					
Right-of-use asset	11,756,835	20,474,053	-	(32,230,888)	-
Deposits	-	28,855	1,451,425	(1,451,425)	28,855
Capital assets, net	629,227	994,432	15,755,694	-	17,379,353
Total noncurrent assets	12,386,062	21,497,340	17,207,119	(33,682,313)	17,408,208
Total Assets	$ 22,306,788	$ 36,773,409	$ 20,693,578	$ (33,898,315)	$ 45,875,460
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts payable	$ 1,583,407	$ 2,148,372	$ 713,372	$ -	$ 4,445,151
Interagency payables	-	-	515,534	(515,534)	-
Operating lease liability	11,765,462	21,617,319	-	(33,382,781)	-
Deferred revenue	1,298,075	729,010	-	-	2,027,085
Loans payable	-	-	20,527,033	-	20,527,033
Total liabilities	14,646,944	24,494,701	21,755,939	(33,898,315)	26,999,269
Net assets					
Without donor restrictions	7,659,844	12,278,708	(1,062,361)	-	18,876,191
Total net assets	7,659,844	12,278,708	(1,062,361)	-	18,876,191
Total Liabilities and Net Assets	$ 22,306,788	$ 36,773,409	$ 20,693,578	$ (33,898,315)	$ 45,875,460

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024

	Escuela Popular Accelerated Family Learning Charter No. 0502 Without Donor Restrictions	Escuela Popular Center for Training and Careers Charter No. 0646 Without Donor Restrictions	Total	149 N. White Road, LLC	Eliminations	Consolidated Total
SUPPORT AND REVENUES						
Federal and state support and revenues						
Local control funding formula, state aid	3,935,945	$ 6,470,014	$ 10,405,959	$ -	$ -	$ 10,405,959
Federal revenues	1,396,776	178,719	1,575,495	-	-	1,575,495
Other state revenues	3,257,792	1,833,937	5,091,729	-	-	5,091,729
Total federal and state support and revenues	8,590,513	8,482,670	17,073,183	-	-	17,073,183
Local support and revenues						
Payments in lieu of property taxes	1,807,845	2,525,295	4,333,140	-	-	4,333,140
Grants and donations	5,433	3,281	8,714	-	-	8,714
Rental income	-	-	-	2,886,645	(2,886,645)	-
Investment income, net	11,772	21,862	33,634	131,426	-	165,060
Other local revenues	81,461	69,041	150,502	-	-	150,502
Total local support and revenues	1,906,511	2,619,479	4,525,990	3,018,071	(2,886,645)	4,657,416
Donor restrictions satisfied	-	-	-	-	-	-
Total Support and Revenues	10,497,024	11,102,149	21,599,173	3,018,071	(2,886,645)	21,730,599
EXPENSES						
Program services	7,631,779	7,340,580	14,972,359	-	-	14,972,359
Supporting services						
Management and general	913,811	1,085,094	1,998,905	2,596,203	(2,886,645)	1,708,463
Fundraising	6,743	5,097	11,840	-	-	11,840
Total Expenses	8,552,333	8,430,771	16,983,104	2,596,203	(2,886,645)	16,692,662
CHANGE IN NET ASSETS	1,944,691	2,671,378	4,616,069	421,868	-	5,037,937
Net Assets - Beginning	5,715,153	9,607,330	15,322,483	(1,322,951)	(161,278)	13,838,254
Prior period restatement			-	(161,278)	161,278	-
Net Assets - Beginning, as restated	5,715,153	9,607,330	15,322,483	(1,484,229)	-	13,838,254
Net Assets - Ending	$ 7,659,844	$ 12,278,708	$ 19,938,552	$ (1,062,361)	$ -	$ 18,876,191

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF AVERAGE DAILY ATTENDANCE
FOR THE YEAR ENDED JUNE 30, 2024

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the charter school. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

	Second Period Report	Annual Report
Escuela Popular Accelerated Family Learning (Charter No. 0502)		
	Classroom-Based	
Grade Span		
Regular		
Kindergarten* through third	118.07	119.75
Fourth through sixth	104.29	105.76
Seventh through eighth	59.89	60.37
Ninth through twelfth	96.63	97.72
Total Average Daily Attendance - Classroom-Based	378.88	383.60
Total Average Daily Attendance	378.88	383.60
Escuela Popular Center for Training and Careers (Charter No. 0646)		
	Classroom-Based	
Grade Span		
Regular		
Ninth through twelfth	529.24	534.63
Total Average Daily Attendance - Nonclassroom-Based	529.24	534.63
Total Average Daily Attendance	908.12	918.23

*Includes Transitional Kindergarten (TK)

Escuela Popular Accelerated Family Learning (Charter No. 0502) and Escuela Popular Center for Training and Careers (Charter No. 0646) had no Nonclassroom-Based ADA in 2023-24.

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF INSTRUCTIONAL TIME
FOR THE YEAR ENDED JUNE 30, 2024

This schedule presents information on the amount of instructional time offered per grade level by the charter schools and whether the charter schools complied with the provisions of *Education Code Section* 47612.5.

Charter School Grade Level	Minutes Requirement	2023-24 Instructional Minutes	2023-24 Number of Days	Status
Escuela Popular Accelerated Family Learning (Charter No. 0502)				
Kindergarten*	36,000	53,760	180	Complied
Grade 1	50,400	57,110	180	Complied
Grade 2	50,400	57,110	180	Complied
Grade 3	50,400	57,110	180	Complied
Grade 4	54,000	58,500	180	Complied
Grade 5	54,000	58,500	180	Complied
Grade 6	54,000	58,500	180	Complied
Grade 7	54,000	58,500	180	Complied
Grade 8	54,000	58,500	180	Complied
Grade 9	64,800	66,795	180	Complied
Grade 10	64,800	66,795	180	Complied
Grade 11	64,800	66,795	180	Complied
Grade 12	64,800	66,795	180	Complied
Escuela Popular Center for Training and Careers(Charter No. 0646)				
Grade 9	64,800	65,895	191	Complied
Grade 10	64,800	65,895	191	Complied
Grade 11	64,800	65,895	191	Complied
Grade 12	64,800	65,895	191	Complied

*Includes Transitional Kindergarten (TK)

ESCUELA POPULAR DEL PUEBLO
RECONCILIATION OF FINANCIAL REPORT – ALTERNATIVE FORM WITH AUDITED FINANCIAL STATEMENTS
JUNE 30, 2024

This schedule provides the information necessary to reconcile fund balance reported on the Financial Report – Alternative Form (Charter School Unaudited Actuals) to net assets on the audited financial statements.

June 30, 2024, fund balance/net position on the Financial Report - Alternative Form (Charter School Unaudited Actuals)	$ 7,725,036	$ 12,403,021
Adjustments:		
Increase (decrease) in total net assets:		
Closing adjustments after UA Alternative form submissions	(65,192)	(124,313)
June 30, 2024, net assets per audited financial statements	$ 7,659,844	$ 12,278,708

OTHER INFORMATION

ESCUELA POPULAR DEL PUEBLO
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
JUNE 30, 2024

This schedule provides information about the local education agency (LEA or charter school), including the Charter's authorizing agency, grades served, members of the governing body, and members of the administration.

Escuela Popular Del Pueblo, located in Santa Clara County, was formed as a nonprofit public benefit corporation on October 2, 2000. The charter schools operated by the nonprofit, Escuela Popular Accelerated Family Learning and Escuela Popular Center for Training and Careers, was numbered by the State Board of Education as Charter No. 0502 and 0646, respectively The Charter is authorized to operate as a charter school through East Side Union High School District. During 2023-24, the Charter served approximately 911 students in grades TK to 12.

BOARD OF DIRECTORS

Name	Office	Term Expiration
Pablo Reguerin	Chair	June 30, 2025
Mayra Mejia	Vice Chair	June 30, 2025
San Juana Ochoa	Secretary	June 30, 2025
Dr. Bernard Gifford	Treasurer	June 30, 2025
Maria del Rocio Preciado	Member	June 30, 2025

ADMINISTRATION

Patricia Reguerin
Executive Director

OTHER INDEPENDENT AUDITORS' REPORTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Escuela Popular Del Pueblo (the "Charter") as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Charter's basic financial statements and have issued our report thereon dated December 16, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Charter's internal control. Accordingly, we do not express an opinion on the effectiveness of the Charter's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
December 16, 2024

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Escuela Popular Del Pueblo's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Escuela Popular Del Pueblo's major federal programs for the year ended June 30, 2024. Escuela Popular Del Pueblo's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Escuela Popular Del Pueblo complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Escuela Popular Del Pueblo and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on compliance for each major federal program. Our audit does not provide a legal determination of Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Escuela Popular Del Pueblo's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Escuela Popular Del Pueblo's compliance based on our audit.

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Auditor's Responsibilities for the Audit of Compliance (continued)

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards,* and the Uniform Guidance will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the report on compliance about Escuela Popular Del Pueblo's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above and performing such procedures as we consider necessary in the circumstances.
- Obtain an understanding of Escuela Popular Del Pueblo's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances, and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
December 16, 2024

REPORT ON STATE COMPLIANCE AND ON INTERNAL CONTROL OVER COMPLIANCE FOR STATE PROGRAMS

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on State Compliance

Opinion on State Compliance

We have audited Escuela Popular Del Pueblo's compliance with the requirements specified in the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to Escuela Popular Del Pueblo's state program requirements for the fiscal year ended June 30, 2024. Escuela Popular Accelerated Family Learning (Charter No. 0502) and Escuela Popular Center for Training and Careers (Charter No. 0646)

In our opinion, Escuela Popular Del Pueblo complied, in all material respects, with the laws and regulations of the applicable state programs for the year ended June 30, 2024, as identified in the table in the Auditor's Responsibilities for the Audit of State Compliance section of our report.

Basis for Opinion on State Compliance

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed by Title 5, *California Code of Regulations*, section 19810 as regulations (the K-12 Audit Guide). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of State Compliance section of our report.

We are required to be independent of Escuela Popular Del Pueblo and to meet certain ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on state compliance. Our audit does not provide a legal determination of Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of internal control over compliance with the requirements of the laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Escuela Popular Del Pueblo's state programs.

Auditor's Responsibilities for the Audit for State Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the state compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Escuela Popular Del Pueblo's compliance based on our audit.

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Auditor's Responsibilities for the Audit for State Compliance (continued)

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the K-12 Audit Guide will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the report on compliance about Escuela Popular Del Pueblo's compliance with the requirements of the applicable state programs as a whole.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards,* and the K-12 Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Escuela Popular Del Pueblo's compliance with compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Escuela Popular Del Pueblo's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the K-12 Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over compliance. Accordingly, no such opinion is expressed; and
- Select and test transactions and records to determine Escuela Popular Del Pueblo's compliance with the state laws and regulations to the following items:

Description	Procedures Performed
School Districts, County Offices of Education and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not applicable
Expanded Learning Opportunities Program	Yes/Not applicable*
Transitional Kindergarten	Yes/Not applicable*
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Not applicable
Determination of Funding for Nonclassroom-Based Instruction	Not applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Not applicable

* Expanded Learning Opportunities Program and Transitional Kindergarten were tested for Escuela Popular Accelerated Family Learning (Charter No. 0502) but not applicable for Escuela Popular Center for Training and Careers (Charter No. 0646)
"Not applicable" is used in the table above to indicate that the Charter either did not receive program funding or did not otherwise operate the program during the fiscal year.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies or material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of State Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the K-12 Audit Guide. Accordingly, this report is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
December 16, 2024

FINDINGS AND QUESTIONED COSTS SECTION

PART I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	None Reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major program:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Type of auditors' report issued:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)?	No

Identification of major programs:

AL Number(s)	Name of Federal Program or Cluster
84.425, 84.425C, 84.425U	Education Stabilization Fund Discretionary Grants

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	No

State Awards

Internal control over state programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified not considered to be material weaknesses?	None Reported
Any audit findings disclosed that are required to be reported in accordance with *2023-24 Guide for Annual Audits of California K-12 Local Education Agencies* ?	Yes
Type of auditors' report issued on compliance for state programs:	Unmodified

All audit year findings, if any, are assigned an appropriate finding code as follows:

FIVE DIGIT CODE	AB 3627 FINDING TYPE
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

PART II – FINANCIAL STATEMENT FINDINGS

There were no audit findings related to the financial statements for the year ended June 30, 2024.

PART III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no audit findings and questioned costs related to federal awards for the year ended June 30, 2024.

PART IV – STATE AWARD FINDINGS AND QUESTIONED COSTS

FINDING 2024-001 – UNDUPLICATED LOCAL CONTROL FUNDING FORMULA PUPIL COUNTS (40000)

Criteria: Students classified as free or reduced-price meal eligible (FRPM) and who are not directly certified on the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report must have supporting documentation that indicates the student was eligible for the determination. Auditors are required to verify compliance with Education Code Section 42238.02(b)(3)(b) in Section W of the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

Condition: One (1) out of 14 students tested from the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report who was classified as FRPM was noted as "Paid" or "Denied" on their alternative household income form. The error rate of 1/14 or 0.07% was extrapolated to the entire population of students only classified as free or reduced. The total extrapolated error rate indicated that a total of 1 student was incorrectly classified.

Effect: The Charter is not in compliance with applicable State requirements.

PART IV – STATE AWARD FINDINGS AND QUESTIONED COSTS

FINDING 2024-001 – UNDUPLICATED LOCAL CONTROL FUNDING FORMULA PUPIL COUNTS (40000) (continued)

Cause: Clerical oversight.

Questioned Costs: $3,178 calculated using the CDE UPP audit penalty calculator.

Repeat Finding: This is not a repeat finding.

Recommendation: We recommend that the District maintain supporting documentation to support student classification as free or reduced on the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report. Additionally, the CALPADS reporting should be revised for any students lacking supporting documentation to support their classification as free or reduced before the close of the Fall I Amendment Window.

Corrective Action Plan: Management will implement procedures to avoid error when reviewing alternative household income forms and verify the correct classification for CALPADS reporting.

PART V – SUMMARY OF PRIOR AUDIT FINDINGS

FINDING 2023-001: STATE COMPLIANCE - IMMUNIZATIONS (40000

Summary: Pupils are required to have two varicella vaccine doses and one Tdap dose as required by Title 17, California Code of Regulations Section 6025 (Title 17) prior to admission into 7th or 8th Grade, or has a current medical exemption from varicella or Tdap on file. One pupil did not meet the vaccination requirements as required under Title 17. The students' attendance for days that they attended without the appropriate vaccinations cannot be included in the Average Daily Attendance calculations. The pupils did not receive the required vaccinations, and the Organization did not recognize the error. It was recommended that the Organization establish a system to track and monitor immunization records to ensure that students receive and document the appropriate vaccinations in a timely manner.

Current Status Implemented.

ESCUELA POPULAR DEL PUEBLO

CONSOLIDATED AUDIT REPORT

FOR THE YEAR ENDED JUNE 30, 2025

A NONPROFIT PUBLIC BENEFIT CORPORATION
OPERATING THE FOLLOWING CALIFORNIA CHARTER SCHOOLS

Escuela Popular Accelerated Family Learning (Charter No. 0502)
Escuela Popular Center for Training and Careers (Charter No. 0646)

AND CONSOLIDATED WITH

149 N. White Road, LLC

RENEWAL - 1588

ESCUELA POPULAR DEL PUEBLO
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JUNE 30, 2025

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Escuela Popular Del Pueblo which comprise the consolidated statement of financial position as of June 30, 2025, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Escuela Popular Del Pueblo as of June 30, 2025, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Escuela Popular Del Pueblo and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Escuela Popular Del Pueblo's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists.

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Auditor's Responsibilities for the Audit of the Financial Statements (continued)

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Escuela Popular Del Pueblo's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information listed in the table of contents, including the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 28, 2026, on our consideration of Escuela Popular Del Pueblo's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters.

Other Reporting Required by *Government Auditing Standards* (continued)

The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Escuela Popular Del Pueblo's internal control over financial reporting and compliance.

Christy White, Inc.

San Diego, California
January 28, 2026

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2025

ASSETS	
Current assets	
Cash and cash equivalents	$ 29,121,767
Accounts receivable	2,177,419
Prepaid expenses	56,122
Total current assets	31,355,308
Noncurrent assets	
Deposits	30,000
Capital assets, net	16,727,503
Total noncurrent assets	16,757,503
Total Assets	$ 48,112,811
LIABILITIES AND NET ASSETS	
Liabilities	
Accounts payable	$ 3,299,950
Deferred revenue	1,323,439
Bonds payable	20,212,033
Total liabilities	24,835,422
Net assets	
Without donor restrictions	23,277,389
Total net assets	23,277,389
Total Liabilities and Net Assets	$ 48,112,811

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

	Without Donor Restrictions
SUPPORT AND REVENUES	
Federal and state support and revenues	
Local control funding formula, state aid	$ 12,558,201
Federal revenues	1,046,706
Other state revenues	4,025,974
Total federal and state support and revenues	17,630,881
Local support and revenues	
Payments in lieu of property taxes	4,804,399
Grants and donations	76,502
Investment income, net	730,610
Other local revenues	170,755
Total local support and revenues	5,782,266
Total Support and Revenues	23,413,147
EXPENSES	
Program services	13,984,343
Supporting services	
Management and general	5,010,963
Fundraising	16,643
Total Expenses	19,011,949
CHANGE IN NET ASSETS	4,401,198
Net Assets - Beginning	18,876,191
Net Assets - Ending	$ 23,277,389

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2025

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total
EXPENSES				
Personnel expenses				
Certificated salaries	$ 2,941,112	$ 122,742	$ -	$ 3,063,854
Non-certificated salaries	4,662,703	663,694	-	5,326,397
Pension plan contributions	592,123	24,672	-	616,795
Payroll taxes	194,178	6,386	-	200,564
Other employee benefits	2,224,747	83,528	-	2,308,275
Total personnel expenses	10,614,863	901,022	-	11,515,885
Non-personnel expenses				
Books and supplies	647,522	89,580	-	737,102
Insurance	-	179,103	-	179,103
Facilities	667,897	686,884	-	1,354,781
Professional services	1,884,382	459,221	16,643	2,360,246
Interest expense	-	1,348,238	-	1,348,238
Depreciation	50,425	624,085	-	674,510
Fees to authorizing agency	15,170	154,345	-	169,515
Other operating expenses	104,084	568,485	-	672,569
Total non-personnel expenses	3,369,480	4,109,941	16,643	7,496,064
Total Expenses	$ 13,984,343	$ 5,010,963	$ 16,643	$ 19,011,949

The notes to the consolidated financial statements are an integral part of this statement.

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 4,401,198
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Depreciation	674,510
(Increase) decrease in operating assets	
Accounts receivable	552,524
Prepaid expenses	(38,411)
Deposits	(1,145)
Increase (decrease) in operating liabilities	
Accounts payable	(1,145,201)
Deferred revenue	(703,646)
Net cash provided by (used in) operating activities	3,739,829
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of capital assets	(22,660)
Net cash provided by (used in) investing activities	(22,660)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on bonds payable	(315,000)
Net cash provided by (used in) financing activities	(315,000)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	3,402,169
Cash and cash equivalents - Beginning	25,719,598
Cash and cash equivalents - Ending	$ 29,121,767
SUPPLEMENTAL DISCLOSURE	
Cash paid for interest	$ 1,356,900

The notes to the consolidated financial statements are an integral part of this statement.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Escuela Popular Del Pueblo (the Charter) is a non-profit public benefit corporation that was incorporated in the State of California on October 2, 2000. The Charter is comprised of two charter schools, Escuela Popular Accelerated Family Learning Center (EPAFLC) and Escuela Popular Center for Training and Careers (EPCTC). Both schools were granted a five-year charter under the sponsorship of the East Side Union High School District, pursuant to the terms of the Charter Schools Act of 1992.

EPAFLC is a family learning center that serves Transitional Kindergarten through Grade 12. EPAFLC was developed as a grassroots effort to serve the unique needs of the Latino community in East San Jose.

EPCTC is a high school that serves students in Grades 9 through 12 who are over the age of 19. Many of these students have previously dropped out of school and are looking for a second chance to earn their high school degree. EPCTC combines a rigorous, standards-based academic program with relevant job skills training. EPCTC equips its students with a high school diploma and relevant job skills that will enables them to be effective members in today's workforce.

The Charter is the sole member of 149 N. White Road LLC (LLC), which was created in May 2017 to purchase school facilities utilized by EPAFLC and EPCTC. During the fiscal year end June 30, 2025, the Charter leased two facilities from the LLC (See Note 10). Collectively, the Charter and LLC are referred to as the "Organization".

B. Basis of Accounting

The Organization's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

C. Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Escuela Popular Del Pueblo and 149 N. White Road, LLC, which comprise the Organization as a whole. Intercompany accounts and transactions have been eliminated in consolidation.

D. Financial Statement Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). ASC 958-205 was effective July 1, 2018. Under the Guide, the Organization is required to report information regarding its financial position and activities according to two classes of net assets:

Net assets without donor restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions – These assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires (that is until the stipulated time restriction ends or the purpose of the restriction is accomplished) the net assets are restricted. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

D. Financial Statement Presentation (continued)

As a public charter school, the Charter also accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual* presented in Procedure 810 Charter Schools. Fund accounting is not used in the Charter's financial statement presentation.

E. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

F. Contributions

Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the statement of activities as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restriction support. Contributions restricted for the acquisition of land, buildings, and equipment are reported as net assets without restriction upon acquisition of the assets and the assets are placed in service.

Non-cash contributions of goods, materials, and facilities are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone possessing those skills, and would have to be purchased by the organization if not donated.

G. In Lieu of Property Tax Revenue

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31. The County bills and collects the taxes for the authorizing agency. In lieu of distributing funds out of property tax proceeds, the authorizing agency makes monthly payments to Escuela Popular Del Pueblo. Revenues are recognized by the Charter when earned.

H. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenses have been allocated between program and supporting services based on management's estimates.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Cash and Cash Equivalents

Escuela Popular Del Pueblo considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

J. Investments

The Organization's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Gains and losses resulting from adjustments to fair values are included in the accompanying statement of activities. Investment return is presented net of any investment fees.

K. Receivables and Allowances

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is established, as necessary, based on past experience and other factors which, in management's judgment, deserve current recognition in estimating bad debts. Such factors include the relationship of the allowance for doubtful accounts to accounts receivable and current economic conditions. Based on review of these factors, the Charter establishes or adjusts the allowance for specific revenue sources as a whole. At June 30, 2025, an allowance for doubtful accounts was not considered necessary as all accounts receivable were deemed collectible.

L. Capital Assets

The Organization has adopted a policy to capitalize asset purchases over $5,000. Lesser amounts are expensed. Donations of capital assets are recorded as contributions at their estimated fair value. Such donations are reported as net assets without donor restrictions. Capital assets are depreciated using the straight-line method over the estimated useful lives of the property and equipment or the related lease terms.

M. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the organization prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

N. Lease Arrangements

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*, a new lease standard effective no later than the fiscal year 2022-23. Under FASB ASC 842, a right-of-use asset and a related lease liability must be recorded on the statement of financial position (balance sheet) for proper recognition of any operating lease. A right-of-use asset is an intangible asset that pertains to the lessee's right to occupy, operate, and hold a leased asset during the agreed rental period. A lease liability is the financial obligation for the payments required by the lease, discounted to present value.

O. Income Taxes

Escuela Popular Del Pueblo is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Charter is exempt from state franchise or income tax under Section 23701(d) and the LLC under 23701(h) of the California Revenue and Taxation Code. As a school, the Charter is not required to register with the California Attorney General as a charity.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Income Taxes (continued)

The Organization's management believes all of its significant tax positions would be upheld under examination; therefore, no provision for income tax has been recorded. The Organization's information and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

P. Fair Value Measurements

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The three levels of the fair value hierarchy are described below:

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.
Level 2	Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents, as of June 30, 2025, consists of the following:

Cash with fiscal agent	$ 15,420,024
Cash in banks	13,701,743
Total Cash and Cash Equivalents	$ 29,121,767

Cash with Fiscal Agent

The Organization, under the LLC, maintains $15,420,024 of its cash with Wilmington Trust in money market investment funds. The fiscal agent is a trustee authorized to hold reserve funds related to the bonded debt. Cash with fiscal agent is carried at amortized cost on behalf of the Organization. These types of investments do not qualify as securities as defined in FASB ASB 820, *Investments – Debt and Equity Securities*, thus the fair value disclosures required by ASC 820 are not provided.

Cash in Banks

Custodial Credit Risk
As of June 30, 2025, $13,808,698 of the Escuela Popular Del Pueblo's bank balance was exposed to custodial credit risk as there were deposits over $250,000 in accounts held at one or more banks. Custodial credit risk is the risk that in the event of a bank failure, an organization's deposits may not be returned to it. Escuela Popular Del Pueblo does have a policy for custodial credit risk for deposits. The FDIC insures up to $250,000 per depositor per insured bank.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2025, consists of the following:

Local control funding sources, state aid	$ 396,606
Federal sources	277,971
Other state sources	837,522
In lieu property tax payments	559,796
Other local sources	105,524
Total Accounts Receivable	$ 2,177,419

NOTE 4 – CAPITAL ASSETS

A summary of activity related to capital assets during the year ended June 30, 2025 consists of the following:

Escuela Popular Del Pueblo Schools	Balance July 1, 2024	Additions	Disposals	Balance June 30, 2025
Property and equipment				
Buildings and building improvements	$ 2,040,300	$ 6,249	$ -	$ 2,046,549
Site and leasehold improvements	186,029	-	-	186,029
Furniture and equipment	419,513	16,411	-	435,924
Total property and equipment	2,645,842	22,660	-	2,668,502
Less accumulated depreciation	(1,022,183)	(67,234)	-	(1,089,417)
Capital Assets, net	$ 1,623,659	$ (44,574)	$ -	$ 1,579,085

149 N White, LLC	Balance July 1, 2024	Additions	Disposals	Balance June 30, 2025
Buildings	$ 19,356,139	$ -	$ -	$ 19,356,139
Less accumulated depreciation	(3,600,445)	(607,276)	-	(4,207,721)
Capital Assets, net	$ 15,755,694	$ (607,276)	$ -	$ 15,148,418
Consolidated Capital Assets, net	$ 17,379,353	$ (651,850)	$ -	$ 16,727,503

NOTE 5 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2025, consists of the following:

Due to grantor government	$ 1,876,507
Interest payable	704,710
Vendor payables	359,309
Salaries and benefits	169,487
Due to authorizing agency	166,996
Credit card liability	22,941
Total Accounts Payable	$ 3,299,950

NOTE 6 – DEFERRED REVENUE

Deferred revenue as of June 30, 2025, consists of the following:

Federal sources	$ 89,997
State sources	1,233,442
Total Deferred Revenue	$ 1,323,439

NOTE 7 – BONDS PAYABLE

A summary of activity related to bonds payable, net of unamortized discounts and costs of issuance, during the year ended June 30, 2025 consists of the following:

	Balance July 1, 2024	Draws	Payments	Balance June 30, 2025
Bonds payable	$ 21,430,000	$ -	$ 315,000	$ 21,115,000
Issuance costs	(902,967)	-	-	(902,967)
Total Bonds Payable	$ 20,527,033	$ -	$ 315,000	$ 20,212,033

In July 2017, the Organization entered into a bond agreement with Wilmington Trust, National Association in the principal amount of $24,040,000 (Bond). The Bond matures in the following tranches: $2,490,000 due July 1, 2027 with an interest rate of 5.5%, per annum; $5,455,000 due July 1, 2037 with an interest rate of 6.25%, per annum; $14,600,000 due July 1, 2050 with an interest rate of 6.5%, per annum. The Bond is secured by the underlying educational facilities. The bond contained a discount when issued of $1,103,625, which is being amortized as interest expense over the life of the bond.

The bonded debt is held under the LLC yet debt payments are structured as lease payments from the Charter to the LLC. The bonds require the Organization to comply with certain financial and nonfinancal covenants. Future repayment obligations for the bond are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2026	$ 335,000	$ 1,348,238	$ 1,683,238
2027	355,000	1,329,813	1,684,813
2028	370,000	1,310,288	1,680,288
2029	410,000	1,277,125	1,687,125
2030	435,000	1,250,719	1,685,719
Thereafter	19,210,000	15,831,687	35,041,687
Total	$ 21,115,000	$ 22,347,870	$ 43,462,870

NOTE 8 – NET ASSETS

As of June 30, 2025, the Organization did not hold any net assets with donor restrictions. Certain designations or reserves have been made for the use of net assets without donor restrictions either by the board, management or by nature of the financial assets held by the Organization. At June 30, 2025, the Organization's net assets without donor restrictions consists of the following:

Net investment in capital assets	$ (3,484,530)
Undesignated	26,761,919
Total Net Assets without Donor Restrictions	$ 23,277,389

NOTE 9 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Organization's financial assets as of June 30, 2025, reduced by amounts not available for general expenditure within one year. Financial assets are considered not available for general use when illiquid or not convertible to cash within one year, consist of assets held for others or are held aside by the governing board for specific contingency reserves. Any board designations could be drawn upon if the board approves that action.

Financial Assets	
Cash and cash equivalents	$ 29,121,767
Accounts receivable	2,177,419
Prepaid expenses	56,122
Contractual or donor-imposed restrictions	
Cash restricted by others for specific uses	(15,420,024)
Cash held for conditional contributions	(1,323,439)
Financial Assets available to meet cash needs for expenditures within one year	$ 14,611,845

NOTE 10 – EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. In accordance with *California Education Code* 47605, charter schools have the option of participating in such plans if an election to participate is specified within the charter petition. The Charter has made such election. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS). The Organization offers an alternative plan or social security for any employees not eligible for CalSTRS.

California State Teachers' Retirement System (CalSTRS)

Plan Description
Escuela Popular Del Pueblo contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate annual comprehensive financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, P.O. Box 15275, Sacramento, California 95851-0275

Funding Policy
Active plan members are required to contribute 10.25% or 10.205% of their 2024-25 salary depending on the employee's membership date in the plan. The required employer contribution rate for fiscal year 2024-25 was 19.10% of annual payroll. The contribution requirements of the plan members are established by state statute. The Charter's contributions to CalSTRS were $616,795; 100% of the required contribution.

On-Behalf Payments
The State of California makes direct on-behalf payments for retirement benefits to CalSTRS on behalf of all school agencies in California. The amount of on-behalf payments made for Escuela Popular Del Pueblo is estimated at $249,174. The on-behalf payment amount is computed as the proportionate share of total 2024-25 State on-behalf contributions.

NOTE 11– COMMITMENTS AND CONTINGENCIES

Charter School Authorization

As mentioned in Note 1A, Escuela Popular Del Pueblo is approved to operate as a public charter school through authorization by the East Side Union High School District. As such, the Charter is subject to the risk of possible non-renewal or revocation at the discretion of its authorizing agency if certain criteria for student outcomes, management, and/or fiscal solvency are not met.

The Governor of California approved Assembly Bill 130 (AB 130) in July 2021 and approved Senate Bill 114 (SB 114) in July 2023. As a result of these legislative changes, the charter petition end date was extended to June 30, 2025 for Escuela Popular Accelerated Family Learning and the charter petition end date is extended to June 30, 2026 for Escuela Popular Center for Training and Careers. A charter petition renewal was approved during the year for Escuela Popular Accelerated Family Learning for a term ending June 30, 2027.

The Charter makes payments to the authorizing agency, to provide required services for special education and other purchased services in addition to fees for oversight. Fees associated with oversight consisted of 1% of revenue from local control funding formula sources. Total fees for oversight amounted to $154,345 and total expenses for special education amounted to $15,170 for the fiscal year ending June 30, 2025.

Governmental Funds

Escuela Popular Del Pueblo has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements would not be material.

Multiemployer Defined Benefit Plan Participation

Under current law on multiemployer defined benefit plans, the Charter's voluntary withdrawal from any underfunded multiemployer defined benefit plan would require the Charter to make payments to the plan, which would approximate the Charter's proportionate share of the multiemployer plan's unfunded vested liabilities. The Charter does not currently intend to withdraw from CalSTRS. Refer to Note 10 for additional information on employee retirement plans.

Pending or Threatened Litigation

The Organization is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Organization as of June 30, 2025.

NOTE 12 – DONATED GOODS AND SERVICES

During the year, many parents, administrators and other individuals donated significant amounts of time and services to Escuela Popular Del Pueblo in an effort to advance the Charter's programs and objectives. These services have not been recorded in the Organization's financial statements because they do not meet the criteria required by generally accepted accounting principles. The Organization did not receive any donated items during the year ended June 30, 2025.

NOTE 13 – INTERAGENCY ACTIVITY

The charter schools entered into a lease agreement with the LLC to occupy two facilities. The two facilities are utilized for instructional services in order to meet the goals established by the charter school. The lease called for a security deposit of $28,855 which has been recorded as a noncurrent asset on the statement of financial position. The lease agreement ends through June 2050.

During the fiscal year ended June 30, 2025, the Charter paid $1,635,885 in lease payments under this operating lease, along with recording $1,965,154 as lease expense, and recognizing $1,151,893 in local revenue related to a lease adjustment. At June 30, 2025, the right-of-use asset was $27,200,580 and the operating lease liability was $27,529,849 for the Charter; offset by a lease receivable of $1,481,162 for the LLC. The Charters holds an asset for an investment in the LLC of $515,485, which is reflected as a liability for the LLC. Lastly, the Charter prepaid rent of $12,126,023 which is an asset for the Charter and deferred revenue for the LLC. The Charter has accounted for its lease agreements using an implied discount rate of 5.50%. Future lease payments over the remaining term of the lease are as follows:

Fiscal Year Ending June 30,	Lease Payments
2026	$ 1,525,771
2027	1,600,086
2028	1,627,675
2029	1,656,093
2030	1,736,395
Thereafter	46,375,142
Total lease payments	54,521,162
NPV adjustment	(26,991,313)
Total Operating Lease Liability	$ 27,529,849

NOTE 14 – SUBSEQUENT EVENTS

Escuela Popular Del Pueblo has evaluated subsequent events for the period from June 30, 2025 through January 28, 2026, the date the financial statements were available to be issued. Management did not identify any transactions or events that require disclosure or that would have an impact on the financial statements.

SUPPLEMENTARY INFORMATION

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2025

	Escuela Popular Accelerated Family Learning Charter No. 0502	Escuela Popular Center for Training and Careers Charter No. 0646	Total	149 N. White Road, LLC	Eliminations	Consolidated Total
ASSETS						
Current assets						
Cash and cash equivalents	$ 5,280,610	$ 8,414,510	$ 13,695,120	$ 15,426,647	$ -	$ 29,121,767
Accounts receivable	1,146,126	974,548	2,120,674	56,745	-	2,177,419
Prepaid expenses	4,263,751	7,918,394	12,182,145	-	(12,126,023)	56,122
Total current assets	10,690,487	17,307,452	27,997,939	15,483,392	(12,126,023)	31,355,308
Noncurrent assets						
Right-of-use asset	16,247,396	10,953,184	27,200,580	-	(27,200,580)	-
Lease receivable	-	-	-	1,481,162	(1,481,162)	-
Investment in LLC	178,135	337,350	515,485	-	(515,485)	-
Deposits	-	30,000	30,000	-	-	30,000
Capital assets, net	611,163	967,922	1,579,085	15,148,418	-	16,727,503
Total noncurrent assets	17,036,694	12,288,456	29,325,150	16,629,580	(29,197,227)	16,757,503
Total Assets	$ 27,727,181	$ 29,595,908	$ 57,323,089	$ 32,112,972	$ (41,323,250)	$ 48,112,811
LIABILITIES AND NET ASSETS						
Liabilities						
Accounts payable	$ 989,383	$ 1,605,857	$ 2,595,240	$ 704,710	$ -	$ 3,299,950
Interagency payables	-	-	-	515,485	(515,485)	-
Operating lease liability	16,337,985	11,191,864	27,529,849	-	(27,529,849)	-
Deferred revenue	1,041,705	281,734	1,323,439	12,126,023	(12,126,023)	1,323,439
Bonds payable	-	-	-	20,212,033	-	20,212,033
Total liabilities	18,369,073	13,079,455	31,448,528	33,558,251	(40,171,357)	24,835,422
Net assets						
Without donor restrictions	9,358,108	16,516,453	25,874,561	(1,445,279)	(1,151,893)	23,277,389
Total net assets	9,358,108	16,516,453	25,874,561	(1,445,279)	(1,151,893)	23,277,389
Total Liabilities and Net Assets	$ 27,727,181	$ 29,595,908	$ 57,323,089	$ 32,112,972	$ (41,323,250)	$ 48,112,811

ESCUELA POPULAR DEL PUEBLO
CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

	Escuela Popular Accelerated Family Learning Charter No. 0502 Without Donor Restrictions	Escuela Popular Center for Training and Careers Charter No. 0646 Without Donor Restrictions	Total	149 N. White Road, LLC	Eliminations	Consolidated Total
SUPPORT AND REVENUES						
Federal and state support and revenues						
Local control funding formula, state aid	4,362,356	$ 8,195,845	$ 12,558,201	$ -	$ -	$ 12,558,201
Federal revenues	764,394	282,312	1,046,706	-	-	1,046,706
Other state revenues	3,158,855	867,119	4,025,974	-	-	4,025,974
Total federal and state support and revenues	8,285,605	9,345,276	17,630,881	-	-	17,630,881
Local support and revenues						
Payments in lieu of property taxes	1,906,859	2,897,540	4,804,399	-	-	4,804,399
Grants and donations	43,707	32,795	76,502	-	-	76,502
Rental income	-	-	-	1,965,154	(1,965,154)	-
Investment income, net	7,858	13,879	21,737	708,873	-	730,610
Other local revenues	67,513	1,255,135	1,322,648	-	(1,151,893)	170,755
Total local support and revenues	2,025,937	4,199,349	6,225,286	2,674,027	(3,117,047)	5,782,266
Total Support and Revenues	10,311,542	13,544,625	23,856,167	2,674,027	(3,117,047)	23,413,147
EXPENSES						
Program services	7,617,748	8,135,234	15,752,982	-	(1,768,639)	13,984,343
Supporting services						
Management and general	986,606	1,163,927	2,150,533	3,056,945	(196,515)	5,010,963
Fundraising	8,924	7,719	16,643	-	-	16,643
Total Expenses	8,613,278	9,306,880	17,920,158	3,056,945	(1,965,154)	19,011,949
CHANGE IN NET ASSETS	1,698,264	4,237,745	5,936,009	(382,918)	(1,151,893)	4,401,198
Net Assets - Beginning	7,659,844	12,278,708	19,938,552	(1,062,361)	-	18,876,191
Net Assets - Ending	$ 9,358,108	$ 16,516,453	$ 25,874,561	$ (1,445,279)	$ (1,151,893)	$ 23,277,389

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2025

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Organization and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The Organization has not elected to use the de minimis indirect cost rate up to 15 percent.

Federal Grantor/Pass-Through Grantor/Program or Cluster	AL Number	Pass-Through Entity Identifying Number	Federal Expenditures
U. S. DEPARTMENT OF EDUCATION:			
Passed through California Department of Education:			
Title I, Part A			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	$ 153,493
Comprehensive Support and Improvement for LEAs	84.010	15438	302,383
Subtotal Title I, Part A			455,876
Title II, Part A, Supporting Effective Instruction Local Grants	84.367	14341	17,647
Title III, English Learner Student Program	84.365	14346	43,521
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	12,881
COVID-19 Emergency Acts Funding/Education Stabilization Fund Discretionary Grants:			
American Rescue Plan - Homeless Children and Youth II (ARP HYC II) Program	84.425	15566	64,102
Special Education Cluster			
IDEA Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	146,452
IDEA Mental Health Average Daily Attendance (ADA) Allocation, Part B, Sec 611	84.027A	15197	4,625
Subtotal Special Education Cluster			151,077
Total U. S. Department of Education			745,104
U. S. DEPARTMENT OF AGRICULTURE:			
Passed through California Department of Education:			
Child Nutrition: National School Lunch Program	10.555	13391	301,602
Total U. S. Department of Agriculture			301,602
Total Federal Expenditures			$ 1,046,706

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF AVERAGE DAILY ATTENDANCE
FOR THE YEAR ENDED JUNE 30, 2025

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the charter school. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

	Second Period Report	Annual Report
Escuela Popular Accelerated Family Learning (Charter No. 0502)		
	Classroom-Based	
Grade Span		
Regular		
Kindergarten* through third	110.11	110.66
Fourth through sixth	90.83	90.23
Seventh through eighth	69.06	68.19
Ninth through twelfth	101.05	99.99
Total Average Daily Attendance - Classroom-Based	371.05	369.07
	Nonclassroom-Based	
Grade Span		
Regular		
Kindergarten through third	0.07	0.05
Total Average Daily Attendance - Nonclassroom-Based	0.07	0.05
Total Average Daily Attendance	371.12	369.12
Escuela Popular Center for Training and Careers (Charter No. 0646)		
	Classroom-Based	
Grade Span		
Regular		
Ninth through twelfth	563.93	552.87
Total Average Daily Attendance - Classroom-Based	563.93	552.87
Total Average Daily Attendance	934.98	921.94

*Includes Transitional Kindergarten (TK)

Charter No. 0646 had no Nonclassroom-Based ADA in 2024-25.

ESCUELA POPULAR DEL PUEBLO
SCHEDULE OF INSTRUCTIONAL TIME
FOR THE YEAR ENDED JUNE 30, 2025

This schedule presents information on the amount of instructional time offered per grade level by the charter schools and whether the charter schools complied with the provisions of *Education Code Section* 47612.5.

Charter School Grade Level	Minutes Requirement	2024-25 Instructional Minutes	2024-25 Number of Days	Status
Escuela Popular Accelerated Family Learning (Charter No. 0502)				
Kindergarten*	36,000	53,460	179	Complied
Grade 1	50,400	56,730	179	Complied
Grade 2	50,400	56,730	179	Complied
Grade 3	50,400	56,730	179	Complied
Grade 4	54,000	58,100	179	Complied
Grade 5	54,000	58,100	179	Complied
Grade 6	54,000	58,100	179	Complied
Grade 7	54,000	58,100	179	Complied
Grade 8	54,000	58,100	179	Complied
Grade 9	64,800	65,820	179	Complied
Grade 10	64,800	65,820	179	Complied
Grade 11	64,800	65,820	179	Complied
Grade 12	64,800	65,820	179	Complied
Escuela Popular Center for Training and Careers (Charter No. 0646)				
Grade 9	64,800	65,205	189	Complied
Grade 10	64,800	65,205	189	Complied
Grade 11	64,800	65,205	189	Complied
Grade 12	64,800	65,205	189	Complied

*Includes Transitional Kindergarten (TK)

ESCUELA POPULAR DEL PUEBLO
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT WITH AUDITED FINANCIAL STATEMENTS
JUNE 30, 2025

This schedule provides the information necessary to reconcile fund balance/net position reported on the Financial Report – Alternative Form (Charter School Unaudited Actuals) to net assets on the audited financial statements.

	Escuela Popular Accelerated Family Learning	Escuela Popular Center for Training and Careers
	Charter No. 0502	Charter No. 0646
June 30, 2025, fund balance/net position on the Unaudited Actuals	$ 9,085,973	$ 16,203,122
Adjustments:		
Increase (decrease) in total net assets:		
Client closing adjustments to:		
Cash and cash equivalents	133,947	(133,947)
Accounts receivable	4,625	-
Deferred revenue	133,563	447,278
Net adjustments	272,135	313,331
June 30, 2025, net assets per audited financial statements	$ 9,358,108	$ 16,516,453

OTHER INFORMATION

ESCUELA POPULAR DEL PUEBLO
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
JUNE 30, 2025

This schedule provides information about the local education agency (LEA or charter school), including the charter school's authorizing agency, grades served, members of the governing body, and members of the administration.

Escuela Popular Del Pueblo, located in Santa Clara County, was formed as a nonprofit public benefit corporation on October 2, 2000. The charter schools operated by the nonprofit, Escuela Popular Accelerated Family Learning and Escuela Popular Center for Training and Careers, are numbered by the State Board of Education as Charter No. 0502 and 0646, respectively The charter schools are authorized by the East Side Union High School District. During 2024-25, the charter schools served approximately 1,054 students in grades TK to 12.

BOARD OF DIRECTORS

Name	Office	Term Expiration
Pablo Reguerin	Chair	November 30, 2025
Mayra Mejia	Vice Chair	November 30, 2025
San Juana Ochoa	Secretary	November 30, 2025
Maria del Rocio Preciado	Treasurer	November 30, 2025
Bernard Gifford	Member	November 30, 2025

ADMINISTRATION

Patricia Reguerin
Executive Director

OTHER INDEPENDENT AUDITORS' REPORTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Escuela Popular Del Pueblo and its subsidiary (the "Organization") as of and for the year ended June 30, 2025, and the related notes to the consolidated financial statements, which collectively comprise the Organization's financial statements and have issued our report thereon dated January 28, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 28, 2026

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Escuela Popular Del Pueblo's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Escuela Popular Del Pueblo's major federal programs for the year ended June 30, 2025. Escuela Popular Del Pueblo's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Escuela Popular Del Pueblo complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Escuela Popular Del Pueblo and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on compliance for each major federal program. Our audit does not provide a legal determination of Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Escuela Popular Del Pueblo's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Escuela Popular Del Pueblo's compliance based on our audit.

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Auditor's Responsibilities for the Audit of Compliance (continued)

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards,* and the Uniform Guidance will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the report on compliance about Escuela Popular Del Pueblo's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above and performing such procedures as we consider necessary in the circumstances.
- Obtain an understanding of Escuela Popular Del Pueblo's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances, and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

San Diego, California
January 28, 2026

REPORT ON STATE COMPLIANCE AND ON INTERNAL CONTROL OVER COMPLIANCE FOR STATE PROGRAMS

Independent Auditors' Report

To the Board of Directors of
Escuela Popular Del Pueblo
San Jose, California

Report on State Compliance

Opinion on State Compliance

We have audited Escuela Popular Del Pueblo's compliance with the requirements specified in the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to Escuela Popular Del Pueblo's state program requirements for the fiscal year ended June 30, 2025. Escuela Popular Accelerated Family Learning (Charter No. 0502) and Escuela Popular Center for Training and Careers (Charter No. 0646).

In our opinion, Escuela Popular Del Pueblo complied, in all material respects, with the laws and regulations of the applicable state programs for the year ended June 30, 2025, as identified in the table in the Auditor's Responsibilities for the Audit of State Compliance section of our report.

Basis for Opinion on State Compliance

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed by Title 5, *California Code of Regulations*, section 19810 as regulations (the K-12 Audit Guide). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of State Compliance section of our report.

We are required to be independent of Escuela Popular Del Pueblo and to meet certain ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on state compliance. Our audit does not provide a legal determination of Escuela Popular Del Pueblo's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of internal control over compliance with the requirements of the laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Escuela Popular Del Pueblo's state programs.

Auditor's Responsibilities for the Audit for State Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the state compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Escuela Popular Del Pueblo's compliance based on our audit.

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Auditor's Responsibilities for the Audit for State Compliance (continued)

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the K-12 Audit Guide will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the report on compliance about Escuela Popular Del Pueblo's compliance with the requirements of the applicable state programs as a whole.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards,* and the K-12 Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Escuela Popular Del Pueblo's compliance with compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Escuela Popular Del Pueblo's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the K-12 Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of Escuela Popular Del Pueblo's internal control over compliance. Accordingly, no such opinion is expressed; and
- Select and test transactions and records to determine Escuela Popular Del Pueblo's compliance with the state laws and regulations to the following items:

Description	Procedures Performed
School Districts, County Offices of Education and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not applicable
Expanded Learning Opportunities Program	Yes/Not applicable*
Transitional Kindergarten	Yes/Not applicable*
Kindergarten Continuance	Yes/Not applicable*
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No/Not applicable**
Determination of Funding for Nonclassroom-Based Instruction	Not applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Not applicable

**Expanded Learning Opportunities Program, Transitional Kindergarten, and Kindergarten Continuance were tested for Charter No. 0502 but are not applicable for Charter No. 0646.*

***Procedures were not performed for Nonclassroom-Based Instruction/Independent Study for Charter No. 0502 because reported ADA was not material and the program was not applicable for Charter No. 0646.*

"Not applicable" is used in the table above to indicate that the charter schools either did not receive program funding or did not otherwise operate the program during the fiscal year.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies or material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of State Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the K-12 Audit Guide. Accordingly, this report is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 28, 2026

FINDINGS AND QUESTIONED COSTS SECTION

ESCUELA POPULAR DEL PUEBLO
SC EDULE OF FINDIN S AND UESTIONED COSTS
FOR T E YEAR ENDED JUNE 30, 2025

PART I – SUMMARY OF AUDITORS RESULTS

Financial State ents

Type of auditors report issued	Unmodified
Internal control over financial reporting:	
Material wea ness(es) identified	No
Significant deficiency(ies) identified not considered to be material wea nesses	None eported
Noncompliance material to financial statements noted	No

Federal Awards

Internal control over ma or program:	
Material wea ness(es) identified	No
Significant deficiency(ies) identified	None eported
Type of auditors report issued:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform uidance 2 CF 200.516(a)	No

Identification of ma or programs:

AL Number(s)	Name of Federal Program or Cluster
84.010	Title I, Part A

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as low-ris auditee	Yes

State Awards

Internal control over state programs:	
Material wea ness(es) identified	No
Significant deficiency(ies) identified not considered to be material wea nesses	None eported
Any audit findings disclosed that are required to be reported in accordance with *2024-25 Guide for Annual Audits of California K-12 Local Education Agencies*	No
Type of auditors report issued on compliance for state programs:	Unmodified

All audit year findings, if any, are assigned an appropriate finding code as follows:

FIVE DIGIT CODE	AB 3627 FINDING TYPE
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

PART II – FINANCIAL STATEMENT FINDINGS

There were no audit findings related to the financial statements for the year ended June 30, 2025.

PART III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no audit findings and questioned costs related to federal awards for the year ended June 30, 2025.

PART IV – STATE AWARD FINDINGS AND QUESTIONED COSTS

There were no audit findings and questioned costs related to state awards for the year ended June 30, 2025.

This section presents the status of actions ta en by the Organization on each of the findings and recommendations reported in the prior year audit. There was one audit finding reported in the year ended June 30, 2024. A summary of the prior audit finding and its current status are noted below:

FINDIN 202 00 – UNDUPLICATED LOCAL CONTROL FUNDIN FORMULA PUPIL COUNTS 0000

Su ary Students classified as free or reduced-price meal eligible (F PM) and who are not directly certified on the CALPADS 1.18 F PM English Learner Foster Youth – Student List eport must have supporting documentation that indicates the student was eligible for the determination. Auditors are required to verify compliance with Education Code Section 42238.02(b)(3)(b) in Section W of the 2023-24 uide for Annual Audits of -12 Local Education Agencies and State Compliance eporting.

For Escuela Popular Accelerated Family Learning (Charter No. 0502), 1 out of 14 students tested from the CALPADS 1.18 F PM English Learner Foster Youth – Student List eport who was classified as F PM was noted as Paid or Denied on their alternative household income form. The error rate of 1 14 or 0.07% was extrapolated to the entire population of students only classified as free or reduced. The total extrapolated error rate indicated that a total of 1 student was incorrectly classified.

Current Status Implemented.

EXHIBIT “D”

Escuela Popular/Center for Training and Careers, Family Learning

Print Report | Back to Overview | View Additional Reports

2025

Conditions and Climate

View data related to the attitudes, behaviors, and performance of students.

Suspension Rate

All Students

Explore information about the percentage of students in transitional kindergarten through grade 12 who have been suspended for at least one aggregate day in a given school year. Students who are suspended multiple times or for multiple days are only counted once.

All Students

All Students | State

Blue

0% suspended at least one day

Maintained 0%

Number of Students: 1,535

Student Group Details

All Student Groups by Performance Level

7 Total Student Groups

Red

No Student Groups

Orange

No Student Groups

Yellow

No Student Groups

Green

No Student Groups

Blue

English Learners

Hispanic

Homeless

Socioeconomically Disadvantaged

No Performance Color

Long-Term English Learners

Two or More Races

Students with Disabilities

Explore Groups By Performance Level

Blue (4)

English Learners

Student Group | State

Blue

0% suspended at least one day

Maintained 0%

Number of Students: 291

Hispanic

Student Group | State

Blue

0% suspended at least one day

Maintained 0%

Number of Students: 1,527

Homeless

Student Group | State

Blue

0% suspended at least one day

Maintained 0%

Number of Students: 1,019

Socioeconomically Disadvantaged

Student Group | State

Blue

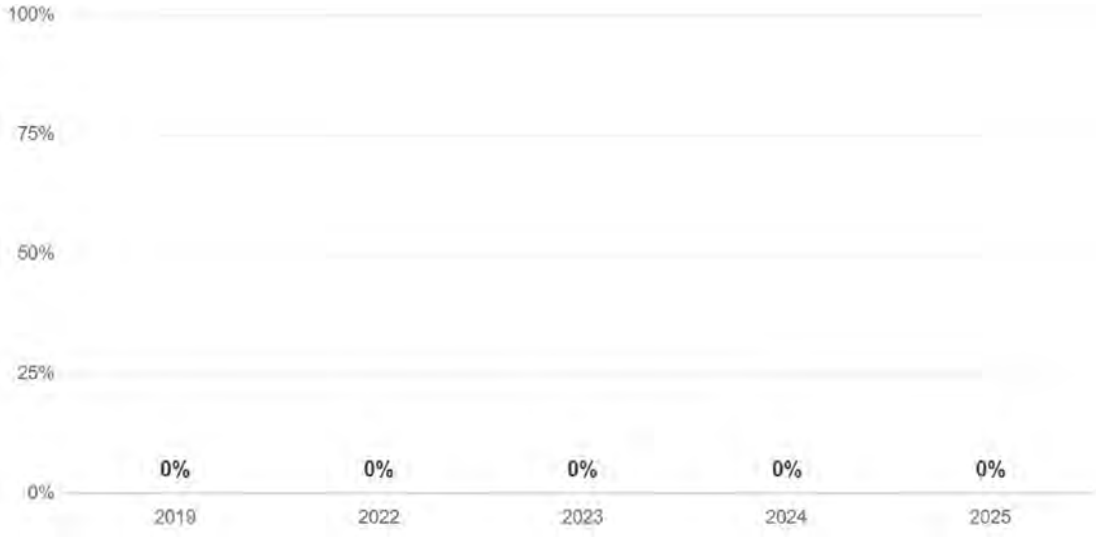
0% suspended at least one day

Maintained 0%

Number of Students: 1,140

Suspension Rate By Year

Percentage of students who were suspended.


100%
75%
50%
25%
0%
0%
0%
0%
0%
0%
2019
2022
2023
2024
2025

Local Indicators

STANDARD MET

Basics: Teachers, Instructional Materials, Facilities

This measure addresses the percentage of appropriately assigned teachers; students' access to curriculum-aligned instructional materials; and safe, clean and functional school facilities.

As applicable, 100% of all school sites promptly address any complaints or other deficiencies identified throughout the academic year and provide information annually on progress meeting this standard to the local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

Appropriately Assigned Teachers

Name	Total Teaching Full-Time Equivalent[1] (FTE)	Clear[2] (% of teaching FTE)	Comparison to Statewide Average
LEA	21.98	22.7%	Below
County	11,375.38	84.3%	Above
Statewide	278,927.09	82.5%	n/a

[1]The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

[2]"Clear" refers to the percentage of full-time equivalent teachers who are Fully Credentialed (Preliminary or Clear) for Subject and Student Placement (properly assigned). An assignment describes a position based on its setting, subject, and grade level.

For additional information about appropriately assigned teachers at schools within this local educational agency, please visit the Dataquest Teaching Assignment with School Data report at https://dq.cde.ca.gov/dataquest/DQCensus/TchAssgnOutcomeLevels.aspx?agglevel=School&cds=43694270107151&year=2023-24.

Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home
0

Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies And Extreme Deficiencies)
0

STANDARD MET

Parent and Family Engagement

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

View More Information

STANDARD MET

Local Climate Survey

This measure addresses information regarding the school environment based on a local climate survey administered every other year on the topics of school safety and connectedness.

View More Information

Questions or comments?

Email Us

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California Department of Education

Tab 4C

Evidence of District's Denial

https://youtu.be/5YNxqfKh9yw?si=3co-9w3C-NJXOAkf&t=10803

Timestamped 3:00:02

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

April 23, 2026

Via Hand Delivery

David M. Toston, Sr., Superintendent
Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, CA 95131

Re: Escuela Popular/Center for Training and Careers, Family Learning Charter Renewal Petition Appeal to the Santa Clara County Office of Education

Dear Dr Toston:

Escuela Popular/Center for Training and Careers, Family Learning's (the "Charter School") charter renewal petition was submitted to the East Side Union High School District ("ESUHSD" or the "District") on December 17, 2025. The ESUHSD Board of Education voted to deny the petition on April 13, 2026.

The Charter School respectfully submits its charter petition to the Santa Clara County Board of Education (the "County"). We have listed below the relevant and appropriate changes to the charter petition, which are necessary to reflect approval by the County.

1. **Chartering Authority**

Any text referring to the East Side Union High School District, ESUHSD, or the District as the chartering authority would be revised to read "Santa Clara County Board of Education," "Santa Clara County Office of Education," "SCCBOE," "SCCOE," or the "County."

2. **Compliance with County Board Policy and Memorandum of Understanding**

Any language inconsistent, or potentially inconsistent, with the County's charter school Memorandum of Understanding will be discussed among the parties to agree to a cure. The Charter School agrees to the County's standard MOU for charter schools. The description of the Dispute Resolution Process in the County's MOU would replace the reasonably comprehensive description of dispute resolution currently in the charter.

3. **SCCOE risk management requirements**

The language on page 161 would be updated to state: "The Charter School agrees to indemnify, defend, and hold harmless the County for the actions of the Charter School and its governing nonprofit public benefit corporation under this charter, to the fullest extent permitted by law and in a manner consistent with the County's risk management policies."

Escuela Popular Family Learning Center
Patricia Reguerin, Executive Director
149 N. White Road, San Jose, CA 95127
Phone: (408) 426-6593
www.escuelapopular.org

4. Collective Bargaining

The following language would be added to page 4, list number 2: "The Charter School recognizes the employees' rights under the EERA provisions to organize for collective bargaining."

5. Changes to the Charter Necessary to meet the SCCOE Matrix Requirements

The Charter School agrees to provide a reasonably comprehensive description of the following unique components of SCCOE's charter review matrix, upon request:

a. Process by which salaries, benefits, working conditions, and items (calendars, holidays, vacations, workday and year) will be determined.
b. Seismic safety (structural integrity and earthquake preparedness), natural disaster and emergencies practices.
c. The English Learner reclassification rate

* * *

We will make every effort to submit any supplemental documentation that the County may request in a timely manner. We look forward to working with the County Board and the Santa Clara County Office of Education during consideration of the charter renewal petition. Please feel free contact me at patricia@escuelapopular.org or (408) 426-6593 if you have any questions.

Sincerely,

Patricia Reguerin
Executive Director

4936-0895-4530, v. 1

EscuelaPopular

Educates to transform lives.

Escuela Popular/ Center for Training and Careers, Family Learning Center

Charter Renewal Petition

Submitted to:

Santa Clara County Board of Education

April 23, 2026

For a Requested Charter Term of:

July 1, 2026 – June 30, 2031

Primary Contact

Patricia Reguerin

Executive Director, Escuela Popular

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Appendix 2: Certification of Charter Renewal Petition
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Appendix 9: Dual Enrollment Agreement
Appendix 10: Student and Family Handbook
Appendix 11: Professional Development Collaboration Meeting Schedule
Appendix 12: Instructional Minutes Certification
Appendix 13: SEIS Report of Students and Services Provided
Appendix 14: EDCOE SELPA Letter of Good Standing
Appendix 15: Special Education Service Provider Contracts
Appendix 16: Facility Inspection Tool and Facility Safety
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Appendix 31: Benefits for Certificated and Classified Staff
Appendix 32: Classified and Certificated Staff Salary Scales
Appendix 33: Lease Agreement
Appendix 34: Multi-Year Budget Projection with Cash Flow and Local Control Funding Formula Calculator
Appendix 35: 2024-25 P-2 Attendance Report

Affirmations and Declaration

As the authorized lead petitioner (See Appendix 1 Resolution for Charter Renewal Petition with Board Minutes), I , Patricia Reguerin, hereby certify that the information submitted in this petition for renewal of a California public charter school named for Escuela Popular/Center for Training and Careers Family Learning Center (the "Charter School," "Escuela Popular" or "EPCTC"), located within the boundaries of the East Side Union High School District (the "District" of "ESUHSD"), and to be authorized by the Santa Clara County Board of Education ("SCCBOE"), with oversight by the Santa Clara County Office of Education ("SCCOE") (collectively referred to herein as the "County"), operated by Escuela Popular del Pueblo, is true to the best of my knowledge and belief; I also certify that this renewal petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

1. The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other Statewide Standards authorized in statute, or student assessments applicable to students in non-charter public schools [Ref. Education Code 47605(d)(1)].

2. The Charter School declares that Escuela Popular del Pueblo shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act [Ref. Education Code 47605(c)(6)].

3. The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code 47605(e)(1)].

4. The Charter School shall not charge tuition [Ref. Education Code 47605(e)(1)].

5. The Charter School shall admit all students who wish to attend the Charter School unless the Charter School receives a great number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)].

6. The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, sexual orientation, nationality, race or ethnicity, religion, or any other characteristic that is

contained in the definition of hate crimes set form in the Section 422.55 of the Penal code, including immigration status, or association with an individual who has any of the aforementioned characteristics) [Ref. Education Code Section 47605(e)(1)].

7. The Charter School shall adhere to all applicable provisions of Federal Law related to students with disabilities including, but not limited to, the Individuals with Disabilities Education Improvement Act or 2004 ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Title II of the Americans with Disabilities Act of 1990 ("ADA").

8. The Charter School shall ensure that teachers in the charter school shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the County. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)].

9. The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary. [Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)].

10. The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment [Ref. Education Code Sections 47612(b) and 47610].

11. The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

12. The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection [Ref. Education Code Section 47612.5(a)(2)].

13. The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs [Ref. Education Code Section 47605(d)].

14. If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address with thirty (30) days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, inducing report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating

or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)].

15. The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities [Education Code Sections 47605 and 47605.1].

16. The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, et seq. ("CPRA").

17. The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

18. The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, et seq. (the "Brown Act").

19. The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

20. The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or require a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

21. The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1 ("Section 1090").

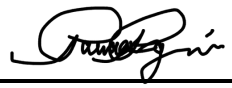
22. The Charter School shall comply with the Political Reform Act, Government Code Section 81000, et seq. ("PRA").

23. The Charter School shall comply with Education Code Section 51744, et seq. related to independent study, as applicable.

24. The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

25. The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

26. The Charter School shall, at all times, maintain all necessary and appropriate insurance coverage.



Date 12/11/25

Patricia Reguerin, Lead Petitioner

(See Appendix 2 Certification for Charter Renewal Petition.)

Executive Summary

Escuela Popular del Pueblo, a California nonprofit public benefit corporation with 501(c)(3) tax-exempt status, is proud to submit the Escuela Popular Center for Training and Careers, Family Learning Center charter petition for renewal to SCCBOE. In 2003, Escuela Popular and the Center for Training and Careers came together to create a charter school that combines a challenging, standards-based academic program with relevant job, career, and college-readiness skills for students over 18 years old. EPCTC is an extension of Escuela Popular Accelerated Family Learning Center ("EPAFLC") (TK12), and serves the current and future students 18 years old or older who no longer qualify to attend EPAFLC The students in EPCTC work toward a high school diploma while learning job skills that prepare them to be effective members of today's workforce.

Both partners in the EPCTC Charter School, Escuela Popular and Center for Training and Careers, Inc., have long histories of service to the East San Jose community. Escuela Popular has been providing educational services to the East San José, California community since 1986. Escuela Popular developed as a grassroots effort to serve the growing need for English classes. As demand grew, the curriculum of Escuela Popular expanded to include parent education, citizenship classes, history/civics, and afterschool/youth programs, in addition to English classes. In May 2002, Escuela Popular was granted a charter by the East Side Union School District to operate a family learning center for K-12 and adult learners seeking a high school diploma. Initially, Escuela Popular operated a K-12 academy for over 400 students in three age-appropriate academies in two facilities, each with separate leadership. The student population is of Latino heritage and most of the students are eligible for the free and reduced price meal program or fall under the federal poverty guidelines. The majority of Escuela Popular's students are recent immigrants who are monolingual Spanish speakers, in addition to long-time East San Jose residents.

The Center for Training and Careers, Inc. (now known as ConXion to Community and referred to herein as "CTC") is a community-based, non-profit, public benefit corporation, which has successfully provided educational and vocational training along with employment services to youth and adults since 1977. CTC was established to develop and enhance employment opportunities for the educationally and economically disadvantaged of the San Jose community. CTC has been a partner with Escuela Popular for over 20 years. (See Appendix 3 for Partnership Agreement.)

The overall vision of EPCTC is to empower our community through education. EPCTC provides educational and career opportunities for adult students. Working cooperatively with EPAFLC, we aim to maintain a family learning environment across the two schools by serving both parents and children. We are committed to providing meaningful learning experiences in a small school setting to ensure we are positively impacting the lives of every student. EPCTC is a community school that is open for extended hours to accommodate the academic and non-academic needs of our adult students, many of whom may already be working and parenting. Our Charter school prepares students to attend college or enter the workforce directly into a skilled job.

EPCTC draws upon the proven strengths of the two founding organizations, Escuela

Popular and the Center for Training and Careers, and operates in the community that these two organizations have collectively served for nearly 50 years.

From the outset, EPCTC's students' status in society and the resulting issues that they face have been central to the Charter school's educational approach. Critical issues students face include:

- poverty;
- Meal and food security;
- Housing;
- Access to health care;
- Students with Interrupted Formal Education ("SIFE") or Students with Limited or Interrupted Formal Education ("SLIFE");
- language isolation from the dominant culture;
- immigration issues and resulting insecurities;
- culture shock resulting in a feeling of disempowerment and dependency;
- life threatening travel to the United States resulting in trauma;
- family separation; and,
- Different academic, language, and social emotional challenges from those of U.S. born students.

EPCTC realizes that no individual can be successful academically unless these issues are addressed. Experience teaches us that in spite of these circumstances, students can and do succeed in pursuit of their goals. EPCTC is a community school that goes beyond traditional academic instruction to provide a wide range of services and support to students and their families. EPCTC fulfills a vital need in the community, proudly serving diverse families who are historically underserved, with the support and collaboration of the County.

EPCTC is committed to preparing all students, but particularly first generation Latino (term as a broad descriptor for individuals of Latin American origin or descent used to refer to both males and mixed-gender groups) students and English Learners, for success in life.

Escuela Popular serves a community who is majority Latino, low-income, homeless or unhoused, and English Learners.

The California School Dashboard ("Dashboard") in 2024 reported that in 2023-24, EPCTC served **515 students** with diverse needs and backgrounds: **82.3%** were socioeconomically disadvantaged ("SED") students; **14.8%** were Homeless Youth ("HY"); **0.2%** were students with disabilities ("SWD"); and, **0%** were Foster Youth ("FY"). Notably, **100%** of our students were Latino. The Dashboard reports that the percentage of students who were English Learners ("ELs") was 17.3%; however, the correct percentage of ELs is **99.2%** from CALPADS Fall 1, 8.1 Snapshot Report as the student demographics on the Dashboard starting in 2020-21 were no longer updated to include Adult English Learners ("ADELs") as English Learners.

Challenges of the 2018-2026 Charter Term

It is important to consider that the percentage of EPCTC's numerically significant subgroups is much higher than the State's student population. 100% of EPCTC students are Latino, versus 56.1% of the State's public school population; similarly, 82.3% of EPCTC's students are socioeconomically disadvantaged, versus 62.7% of the State's public school population as determined by eligibility for free or reduced price meals; 99.2% of EPCTC's students are English Learners, versus 18.4% of the State's English Learners. Perhaps most impactful is that 81% of EPCTC students are Homeless or Unhoused, versus only 3.6% of the State's public school population. The reason this is an unfair comparison is because the majority of EPCTC's students are homeless, learning English, living in poverty, and Latino; whereas these qualities occur far less frequently in the State's student population.

Between 2018–19 and 2024–25 as noted in Table i.1 below, EPCTC maintained a consistently high percentage of SED students, ranging from approximately 80% to over 96% in the most recent year. This trend demonstrates the Charter School's commitment to serving economically vulnerable populations. The percentage of ELs including ADELs has remained exceptionally high with an average of over 99%. The EL population remains a central focus of EPCTC's instructional and language development efforts.

Throughout these years, the student population has remained overwhelmingly Latino, consistently between 98 and 100%, showing strong cultural cohesion within the Charter School community. The proportion of students identified as homeless fluctuated widely, from approximately 6.5% in 2020–21 to more than 81% in 2024–25, suggesting changes in community housing stability and reporting practices. As an adult school, it is not surprising that there would be a small percentage of SWD who chose to continue their education. Moreover, since foster youth age out on their 18th birthday, it is not surprising that 0% of the students are Foster in an adult program. Collectively, these data trends highlight EPCTC's enduring role as a community Charter School that primarily serves Latino, SED students, and ELs, adapting to changes in reporting standards while continuing to address the needs of vulnerable and mobile student groups.

This seven-year demographic trend underscores EPCTC's critical mission in serving English Learners, low-income families, and students facing housing insecurity. The consistency of need, paired with a culturally and linguistically focused model, positions the Charter School as a vital anchor for underserved families in the region.

Table i.1: Percentage of Subgroups at EPCTC for the Charter Term from the Dashboard (With the Exception of EL and ADEL from Annual CALPADS Fall 1, 8.1 Snapshot Report, and 2024-25 from DataQuest Enrollment)

SCHOOL DEMOGRAPHICS FROM CA SCHOOL DASHBOARD (ON CENSUS DAY)

Percent of Students per Student Group

Year	Total Enrollment	ELs	SED	SWD	Foster	Homeless	American Indian	Hispanic	Two or More Races	*EL and ADEL**
2018-19	643	98.4	92.2	0.2	0.2	58.9	0.2	98.6	0.9	
2019-20	590	99.5	94.4	0	0	65.3	0	98.3	0.7	
2020-21	414	9.9	80.4	0	0	6.5*	0	100	0	*98.8*
2021-22	415	14.7	84.6	0	0	11.3*	0	100	0	*99.3*
2022-23	528	19.1	84.5	0	0	13.8*	0	100	0	*98.9*
2023-24	515	17.3	82.3	0.2	0	14.8*	0	100	0	*99.4*
2024-25	658	20.1	96.5	0.2	0	81	0	99.4	0.2	*99.2*

*Only included students under 22 years old instead of total student population.

EPCTC serves a highly transient population. The majority of students enrolled at EPCTC are recent immigrants or newcomers to the country and who are monolingual Spanish speakers. The student population is highly mobile given the nature of the population served.

Due to the high transiency rate, the stability rate[1] of the students is lower than that of the District, and the State. The CDE developed a stability rate measure to identify the number and percent of students who receive a "full year" of learning in the same school. Though this is not an accountability measure, the stability rate report is intended to support educators and other educational partners to better understand the needs of students and to support academic and social emotional needs of students and families.

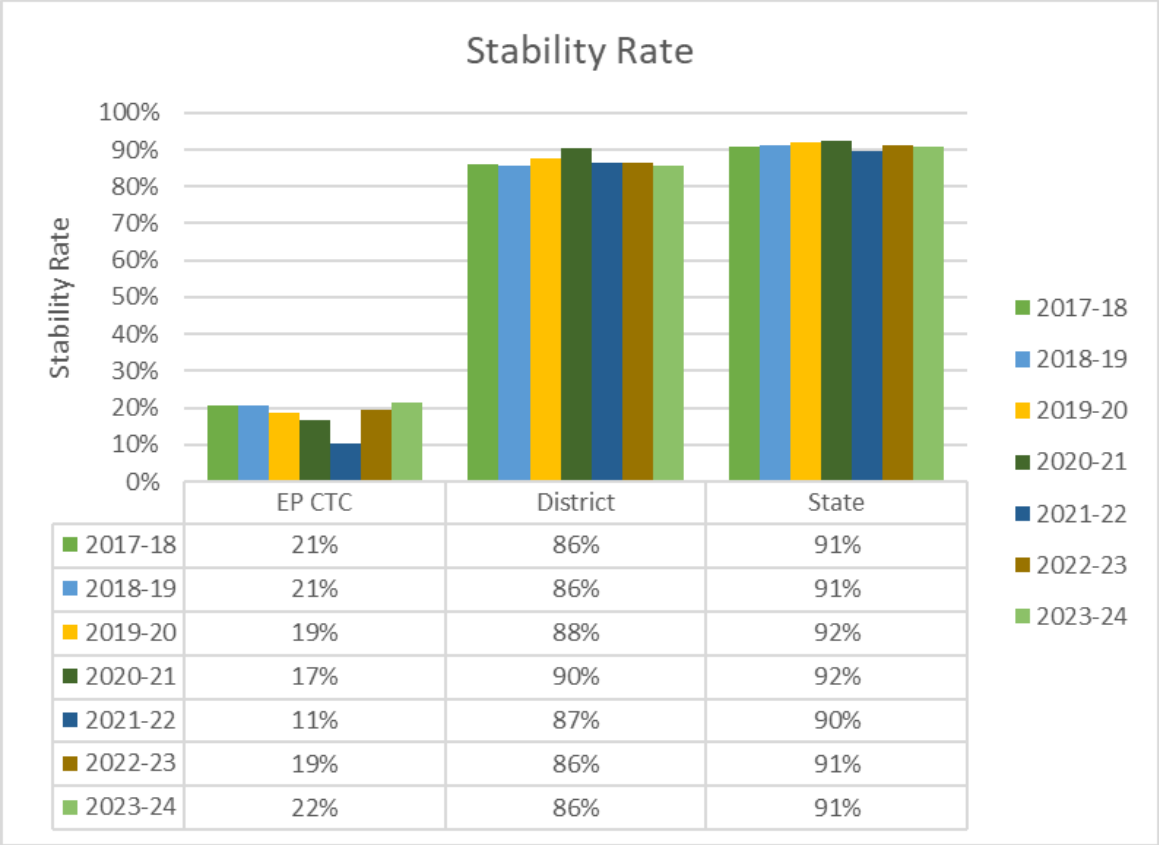
The stability rate data show that EPCTC serves a highly mobile and transient student population, with rates consistently between 11% and 22% from 2017–18 through 2023–24, compared with 86% for the District and 91% for the State. This difference underscores the unique challenges the Charter School faces in maintaining continuous enrollment throughout the school year. Because EPCTC students are low-income adults, English Learners, and mostly individuals reengaging with education after an interruption, student mobility is an expected characteristic of the population rather than an indicator of school performance. Many students enroll at EPCTC to complete credits, strengthen English proficiency, or earn a high school diploma while balancing employment, family, and other adult responsibilities, which naturally impacts year-to-year stability rates.

EPCTC has developed procedures to best serve students who enter the Charter School on a rolling basis, many of whom do not experience a full year of instruction at the same

[1] https://www.cde.ca.gov/ds/ad/srinfo.asp

school. Despite this challenge, the fact that EPCTC continues to demonstrate improvement in academic achievement with such a highly mobile population is a testimony to its commitment to serving the community. The 22% stability rate in 2023–24 represents an increase from prior years and indicates that EPCTC's efforts to improve student engagement, strengthen relationships, and provide wraparound supports are showing results. Although a low stability rate affects state accountability measures such as SBAC performance, graduation rates, and the College and Career Indicator, EPCTC's mission centers on offering accessible, high-quality education to all learners, particularly those seeking a second opportunity to achieve success.

Chart i.1: Comparison of the Stability Rate of EPCTC, the District, and the State by School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 from DataQuest



	EP CTC	District	State
2017-18	21%	86%	91%
2018-19	21%	86%	91%
2019-20	19%	88%	92%
2020-21	17%	90%	92%
2021-22	11%	87%	90%
2022-23	19%	86%	91%
2023-24	22%	86%	91%

EPCTC is proud of its accomplishments during the current charter term. EPCTC remains committed to supporting historically disadvantaged students through providing interventions and opportunities to ensure every student achieves their fullest potential. EPCTC utilizes a personalized approach to bring every student to grade level or beyond. EPCTC consistently supports students, families, and the community, to ensure students are ready for college and career (See Appendix 4 Letters of Support).

Charter Renewal Criteria

The passage of Assembly Bill 1505, effective July 1, 2020, has established renewal criteria by which the chartering authority shall consider to grant the charter for renewal. EPCTC currently meets the criteria under Dashboard Alternative Status Schools ("DASS") to be considered for approval of the renewal for a period of five (5) years. **EPCTC meets the renewal criteria under Education Code Section 47607(c)(7) and should be granted a renewal for a term of five years.**

Highlighting the Success of the 2018-2026 Charter Term

1. The Charter School has presented a **sound educational program**.

- Accrediting Commission for Schools ("ACS"), Western Association of Schools and Colleges ("WASC") granted EPCTC a Full, Six-Year Accreditation Status through June 30, 2030, with a Mid-Cycle Review during the 2026-27 school year (See Appendix 5 WASC Self-Study, Mid-Cycle Visit Committee Report, and Confirmation Letter).
- Average student-teacher ratio is 22:1 in a site-based model.
- Charter School offers personalized support to ensure students make progress toward meeting Northwest Evaluation Association's ("NWEA") Measures of Academic Progress ("MAP") growth targets.
- Curriculum is aligned with California State Standards including but not limited to, the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, remaining State Content Standards, and English Language Development ("ELD") Standards (hereinafter collectively referred to as the "State Standards").
- The Charter School has achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.
- ESUHSD, adult students, and the community as a whole have also benefited:
- The Charter School improves economic opportunity for families and the community by increasing academic achievement, high school graduation rate, and English language acquisition for low-income adult students, students of color, and their children.
- The Charter School has strong community investment in the Charter School and is supported by local partnerships.

2. The Charter School has shown that it is demonstrably likely to **successfully implement the proposed educational program**.

- The Charter School has received full accreditation by ACS WASC.
- Nearly 100% of students at the Charter School reported that they feel safe and connected to the Charter School community based on the Local Climate Survey in 2024.
- The Charter School is a diverse, 21st Century School. EPCTC's enrollment includes the following numerically significant student subgroups: 82.3% were SED students; 99.4% of students were ELs; 81% were HY; and, 100% of students were Latino.
- The Charter School provides a range of professional development opportunities

for its teachers and staff. Professional Development opportunities are paramount at EPCTC. All staff members have completed required training courses, including all mandated and legally required workshops (See Appendix 6 Mandated and Required Training Report). EPCTC's teachers work collaboratively to best serve the students at EPCTC and also learn together in focused trainings. These trainings have included and will continue to include: suicide prevention and awareness, reducing suspension, instructional strategies to promote academic engagement, instructional strategies to support homeless students, instructional strategies to support ELs, increasing academic achievement in English, history, math, and science, classroom management, de-escalation strategies, Positive Behavior Intervention and Supports ("PBIS"), Understanding by Design ("UbD"), CRESST from UCLA to improve educational systems, Positive School-wide Climate and Culture, Culturally Relevant Pedagogy, student choice and voice in the classroom, (Growth) Mindset Matters, addressing learning modalities, and the development of diversity, equity, and inclusion goals.

Teachers are offered professional development opportunities weekly to ensure the application of new concepts and successful implementation of new skills. In addition, new teachers are given additional support. Most importantly, the Charter School examines a variety of internal and external assessments to determine progress and areas of opportunities. These assessments include Smarter Balance Assessment Consortium ("SBAC"), English Language Proficiency Assessments for California ("ELPAC"), NWEA MAP, curriculum embedded assessments, attendance, behavior, and high school credits. During these data analysis sessions, the administrators, teachers, and staff analyze their students' assessment data to identify common areas of opportunity. Finally, the teachers then revise lesson plans using UbD to focus on the areas of opportunities. Administration assesses the impact of these data analysis sessions by conducting frequent classroom walk-throughs, classroom observations, and by providing meaningful feedback to teachers and staff. Teachers are encouraged to attend workshops and seminars. For example, staff may choose to attend the California Charter School Association Annual Conference, the Charter School Development Conference, the California Association for Bilingual Education, the California Teachers of English to Speakers of Other Languages, or the California Association of Teachers of English. Many staff members also participate in a variety of local and County conferences and workshops.

- The Charter School's English Learners are progressing on the ELPAC at a rate of 12% (English Learner Progress Indicator ("ELPI") – Dashboard 2024).
- The Charter School has established an effective communication and student record system. PowerSchool, EPCTC's Student Information System ("SIS") is a powerful, easy-to-use communication tool which enables students, teachers, and administrators to work together to improve student achievement. With ParentSquare (EPCTC's general broadcast system), teachers and administrators can send student-specific and general messages home whenever necessary via telephone, text message, or via electronic mail. Messages can also be sent concerning school events and emergencies, or individual communications sent to

each student concerning their school experience and attendance. EPCTC also utilizes Google Classroom, Teacher Newsletters, and its own website.

- The Charter School is an integral part of the local community. EPCTC is focused on providing students opportunities to be academically and socially emotionally successful (See Appendix 7 School Climate and Culture Calendar). Moreover, students engage and interact with the community at large through work experience, activities, and participation in events to develop school culture. EPCTC students are an integral part of the community and recognize the challenges in the world around them.

3. The Charter School is **serving all students who wish to attend**.

- EPCTC has a respected history of serving historically disadvantaged students, including "racial and ethnic pupils, special education pupils, and English Learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." The best evidence that EPCTC is serving all students who wish to attend is that it is serving these historically disadvantaged populations in numbers, on a percentage basis, which are higher than or equal to the territorial jurisdiction of the District.
- The Charter School's enrollment rate has remained constant over the last six years of the charter term with an average of 538 students enrolled each year.
- The Charter School's attendance rate has remained constant over the last seven years of the charter term with an average daily attendance rate of over 82% each year.

4. The Charter School's **petition is reasonably comprehensive**.

This charter petition is reasonably comprehensive. The petition contains reasonably comprehensive descriptions for each element and fully describes the program illustrating how EPCTC will continue to meet its goals and objectives described herein. EPCTC will continue to benefit the County by providing adult students within its jurisdiction with another great choice and expanded educational opportunity.

5. The Charter School **satisfies the academic renewal criteria** for a presumptive five-year renewal.

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607(c)(7), by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the Charter School on the State and local indicators reported on the Dashboard and applicable alternative metrics" **EPCTC is a DASS school, entitled to presumptive approval because it met the agreed upon alternative metrics.**

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard DASS schools. Each of the four tiers has unique qualifying criteria.

The three performance categories and DASS thresholds are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Presumptive renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).
- DASS – Presumptive renewal with consideration of performance on the Dashboard and applicable alternative metrics, with nonrenewal only in the event that the chartering authority finds that closure is in the best interest of students – Education Code Section 47607(c)(7).

EPCTC is a DASS school, entitled to presumptive approval because it met the agreed-upon alternative metrics.

EPCTC has been approved for the DASS program and shall comply with all applicable requirements under the state accountability system, including the Dashboard. EPCTC has been a DASS Active School since August 2024. EPCTC is currently listed as a DASS Active School by the California Department of Education**.**

The high-, middle-, and low-performing categories described above do not apply to charter schools like EPCTC, which have been approved as Dashboard Alternative Status Schools, though the law does require a review of Dashboard data. Rather, according to Education Code Section 47607(c)(7):

> In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used.
>
> The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils.

EPCTC's greatest achievements are those of its students. As detailed in the "DASS Charter School Renewal MOU Criteria" below, EPCTC has shown increases in pupil academic achievement across several indicators. These metrics include state and local indicators on the Dashboard as well as alternative metrics. Pursuant to Education Code section 47607, in preparation for charter renewals of DASS schools, EPCTC collaborated with the District and developed mutually agreed upon indicators and alternative metrics to be used for renewal criteria**.** These metrics are identified within the "DASS Charter School Renewal MOU Criteria" below. EPCTC has demonstrated based on its overall academic achievement outcomes that the Charter School is a high-performing DASS school compared to similar DASS schools in the District and communities it serves. EPCTC also exceeds county DASS schools averages as well as the State DASS schools averages for several indicators as demonstrated in the section below.

California School Dashboard

The Dashboard state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (note: the College/Career Indicator was not reported on the 2022 Dashboard)
- Academic: grades three through eight and grade eleven – English language arts/literacy and Mathematics

Dashboard Performance

CAASPP System – English Language Arts

The overall student population improved from a DFS of -64.1 points in 2018 to -61.8 points in 2024, reflecting a gain of 2.3 points. Similarly, Hispanic and Latino students, who represent the majority of the Charter School's enrollment, showed parallel progress with a 2.3-point improvement over the same period. Although data were unavailable for several years due to pandemic-related interruptions, the recovery in 2024 suggests that the Charter School successfully reestablished pre-pandemic performance levels through sustained alignment to the California Common Core State Standards and consistent instructional practices. This upward movement reflects the Charter School's strong implementation of standards-based curriculum under LCFF Priority 2: Implementation of State Standards (Conditions of Learning).

The steady performance among all students demonstrates the Charter School's instructional strength and teacher preparedness, while the small decline among socioeconomically disadvantaged students highlights the continuing challenge of addressing gaps for learners managing multiple responsibilities such as work and family. The Charter School plans to strengthen differentiated reading instruction, increase access to targeted literacy interventions, and expand teacher training focused on accelerating English Language Arts achievement. The consistent improvement in English Language Arts achievement from 2018 to 2024 exemplifies LCFF Priority 4: Student Achievement

(Pupil Outcomes), demonstrating at least one year of progress for every year of instruction and reflecting the Charter School's ongoing dedication to equitable learning outcomes supported by qualified staff and high-quality instructional materials. **EPCTC achieved measurable increases in ELA achievement from 2018 to 2024.**

Table i.2: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 English Language Arts Distance from Standard for EPCTC All Students and by Significant Subgroups from the Dashboard

English Language Arts

Student Group	2018	2019	2020	2021	2022	2023	2024
All Students	-64.1	-63.0	n/a	n/a	-150.1	*	-61.8
English Learners	-64.1	-61.8	n/a	n/a	*	*	*
Socioeconomically Disadvantaged	-60.5	-63.0	n/a	n/a	-151.7	*	-62.9
Homeless Youth	-67.7	*	n/a	n/a	*	*	*
Hispanic/Latino	-64.1	-67.3	n/a	n/a	-150.1	*	-61.8

CAASPP System - Mathematics

Mathematics ("Math") performance at the Charter School reflects an initial decline in DFS across all measured student groups over the charter term. For all students (and Latino students), the DFS decreased from -139.4 in 2018 to -193.3 in 2022 and then improved to -166.5 in 2024, a gain of 26.8 points over two years. SED students improved from 199.0 in 2022 to -161.8 in 2024, a 37.2-point increase. These results demonstrate that the Charter School's math instruction has regained momentum through targeted interventions, small-group reteaching, and consistent implementation of data-driven lessons aligned with LCFF Priority 2: Implementation of State Standards (Conditions of Learning). EPCTC's progress in mathematics reflects significant strength in supporting ELs and adult students who had previously struggled with math fluency. The next steps include increasing opportunities for individualized learning, incorporating real-world math applications, and continuing to refine standards-based instruction aligned to the California Mathematics Framework. These actions directly support LCFF Priority 4: Student Achievement (Pupil Outcomes) by advancing student proficiency through equitable and rigorous instruction. **EPCTC achieved measurable increases in Math achievement from 2022 to 2024.**

Table i.3: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Mathematics Distance from Standard for EPCTC All Students and by Significant Subgroups from the Dashboard

Mathematics

Student Group	2018	2019	2020	2021	2022	2023	2024
All Students	-139.4	-180.2	n/a	n/a	-193.3	*	-166.5
English Learners	-139.4	-178.9	n/a	n/a	*	*	*
Socioeconomically Disadvantaged	-140.0	-180.2	n/a	n/a	-199.0	*	-161.8
Homeless Youth	-147.7	*	n/a	n/a	*	*	*
Hispanic/Latino	-139.4	-174.2	n/a	n/a	-193.3	*	-166.5

English Language Progress

The English Learner Progress Indicator ("ELPI") at EPCTC has been reported in compliance with Dashboard requirements; however, the data only partially captures the EPCTC's English Learner outcomes because the state includes only students under the age of 22, which represents approximately 10% of total enrollment. Since the Charter School serves a majority adult English Learner population, the data significantly underrepresent true linguistic progress. EPCTC's English Language Development ("ELD") program integrates English acquisition with academic content learning, demonstrating full alignment to LCFF Priority 2: Implementation of State Standards (Conditions of Learning). Through daily structured ELD instruction and scaffolded support, students achieve measurable gains in listening, speaking, reading, and writing, which are evident in classroom performance and NWEA results. EPCTC continues to ensure that ELs receive equitable access to rigorous academic content while improving proficiency in English, a key measure of LCFF Priority 4: Student Achievement (Pupil Outcomes). **EPCTC remains committed to accurate reporting, the ELPI results should be interpreted with caution.**

Table i.4: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 English Language Progress for EPCTC for English Learners from the Dashboard

English Language Progress: ELPI Indicator

ELPI	2018	2019	2020	2021	2022	2023	2024	2025*
Student Count	19	*	n/a	n/a	18	48	50	59
ELPI	26.0%	*	n/a	n/a	50.0%	22.9%	12.0%	10.2%

Other Dashboard Measures

EPCTC is proud of its Graduation Rate and Suspension Rate and though the College and Career Indicator may seem low, EPCTC will demonstrate the increase of the College

Going Rate from DataQuest which is more effectual for a Charter School that serves adults.

Graduation Rate

EPCTC demonstrates significant growth in its 1-Year DASS Graduation Rate, reflecting measurable academic recovery and student persistence following pandemic-related declines. Between 2022 and 2024, the graduation rate for all students (and Latino students) rose from 51.2% to 74.3%, marking a 23.1-point increase in just two years. SED students showed a nearly identical pattern of growth, increasing from 51.3% in 2022 to 74.2% in 2024, a 22.9-point gain. This progress highlights the Charter School's success in implementing reengagement strategies, credit recovery programs, and individualized academic counseling that help adult learners complete diploma requirements. The one-year DASS measure accurately reflects the Charter School's reengagement model and mission to serve students who return to school to complete their education. The strong upward trend in graduation outcomes demonstrates fulfillment of LCFF Priority 5: Student Engagement (Engagement), showing persistence, regular attendance, and steady completion rates among adult learners.

It is important to note that the reported data represent the 1-Year DASS Graduation Rate, not the traditional cohort graduation rate used for comprehensive high schools. The DASS rate measures the percentage of students who complete high school within a single academic year, which is a more appropriate indicator for the Charter School's reengagement model serving adult credit-deficient and returning students. Therefore, the strong upward trend from 2022 to 2024 illustrates that EPCTC is effectively accelerating credit completion and reengaging students who had previously disengaged from school, reaffirming its mission to provide pathways to graduation for all learners. **EPCTC achieved measurable increases in the one-year DASS Graduation Rate from 2022 to 2024 demonstrating at least one year's progress for each year in school.**

*Table i.5: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 1-Year DASS Graduation Rate for EPCTC All Students and by Significant Subgroups from the Dashboard**

1 Year DASS Graduation Rate

Grad Rate	2018	2019	2020	2021	2022	2023	2024
All Students	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%
English Learners	79.4%	86.0%	67.6%	n/a	*	*	*
Socioeconomic Disadvantaged	83.6%	85.7%	73.3%	n/a	51.3%	61.1%	74.2%
Homeless Youth	78.3%	90.9%	*	n/a	*	*	*
Hispanic/Latino	80.3%	84.7%	68.6%	n/a	51.2%	59.5%	74.3%

*2018-2020 and 2022-2023 are from the Dashboard Downloadable Data File. 2024 Data is from the CA Dashboard website, and 2021 data was not reported.

Suspension Rate

EPCTC continues to demonstrate its strong commitment to creating a positive, inclusive,

and student-centered learning environment, as evidenced by its consistent **0 percent suspension rate** from 2018 through 2024. This achievement represents excellence in cultivating positive behavior and relationships, reflecting LCFF Priority 6: School Climate (Engagement). The Charter School's approach emphasizes restorative practices, mutual respect, and individualized behavioral support, reducing the need for punitive discipline. The continuation of professional development focused on trauma-informed care and positive behavioral supports will help sustain this exemplary school climate while further strengthening the Charter School's capacity to support students socially and emotionally. **EPCTC has consistently maintained a 0% Suspension Rate.**

*Table i.6: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Suspension Rate for EPCTC All Students and by Significant Subgroups from the Dashboard**

Suspension Rate (CA Dashboard)

College Going Rate	2018	2019	2020	2021	2022	2023	2024
All Students	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
English Learners	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
Socioeconomic Disadvantaged	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
Homeless Youth	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%
Hispanic/Latino	0.0%	0.0%	n/a	n/a	0.0%	0.0%	0.0%

*2020 and 2021 not released on CA Dashboard, but suspension rate continued to be released on the DataQuest Schoolwide Suspension Reports, which show 0.0% students suspended schoolwide

College and Career Indicator

EPCTC's College and Career Indicator ("CCI") demonstrates a small but positive increase from 0.0% in 2018 to 0.4% in 2024. While this metric does not fully reflect the postsecondary goals of adult learners, it demonstrates that the Charter School has made progress in expanding career pathways, dual enrollment, and workforce readiness programming aligned to LCFF Priority 7: Course Access (Conditions of Learning). The more accurate indicator of success, the College Going Rate from DataQuest, shows that the percentage of graduates enrolling in college rose from 23.5% in 2017 to 40.6% in 2023, a 17.1-point increase. This improvement underscores EPCTC's commitment to LCFF Priority 8: Student Outcomes (Pupil Outcomes), ensuring that graduates transition successfully to postsecondary education or employment. Continued partnerships with local community colleges and workforce programs will enhance these outcomes and further align instruction with career readiness goals.

The CCI was designed for traditional, comprehensive high schools, where students are typically under 18 and progress through a four-year sequence of A–G coursework, AP exams, and CTE Pathway completions. In contrast, EPCTC serves an adult learner population whose educational goals often focus on earning a high school diploma, learning English, and acquiring workforce skills rather than participating in standardized testing or college-level coursework. EPCTC does not offer AP or IB courses that define CCI "Prepared" status. Consequently, even though EPCTC provides standards-based

instruction, counseling for community college enrollment, and CTE Pathway completion opportunities, the structure of the state's CCI measure does not accurately reflect the Charter School's mission or the postsecondary readiness of its adult learners. **Though the CCI results seem like the EPCTC's students are not prepared for college or career, the College Going Rate from DataQuest demonstrates that 40% of students are prepared and attending college.**

Table i.7: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 College and Career Indicator Rate for EPCTC All Students and by Significant Subgroups from the Dashboard

College and Career Indicator (Dashboard)

CCI %	2018	2019	2020	2021	2022	2023	2024	Change from 2018 to 2025
All Students	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%
English Learner	0.0%	0.0%	0.0%	*	0.0%	0.0%	0.0%	0.0%
Socioeconomic Disadvantaged	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%
Homeless Youth	0.0%	0.0%	*	*	0.0%	0.0%	0.0%	0.0%
Hispanic/Latino	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.4%

EPCTC demonstrates notable improvement in its College Going Rate over the charter term, reflecting a growing culture of postsecondary readiness and persistence among graduates. The percentage of all students (Latino students) enrolling in college increased from 23.5% in 2017 to 40.6% in 2023, a 17.1-point gain. This progress illustrates the Charter School's success in building equitable access to postsecondary pathways through partnerships with local community colleges, culturally responsive college readiness initiatives, and individualized student planning. This steady upward trend indicates that the Charter School's emphasis on academic counseling, college awareness activities, and dual enrollment opportunities is helping students transition successfully into higher education. The same pattern is evident among SED students, whose college enrollment rose from 23.9% to 39.3%, a 15.4-point increase, demonstrating that targeted support systems and guidance counseling are effectively meeting the needs of students facing financial and social barriers. **The 17-point increase in college enrollment since 2017 demonstrates that EPCTC's long-term strategies for academic preparation and student guidance are effectively translating into postsecondary opportunity and lifelong learning.**

Table i.8: 2017, 2018, 2019, 2020, 2021, 2022, and 2023 College Going Rate for EPCTC All Students and by Significant Subgroups from DataQuest (reported in 2018 to 2024)

College Going Rate (DataQuest)

College Going Rate	2017	2018	2019	2020	2021	2022	2023	Change from 2017 to 2023
All Students	23.5%	27.0%	22.8%	10.3%	21.3%	24.1%	40.6%	17.1%
Socioeconomic Disadvantaged	23.9%	23.6%	19.6%	11.5%	20.0%	25.9%	39.3%	15.4%
Hispanic/Latino	23.5%	27.0%	22.8%	10.3%	21.3%	24.1%	40.6%	17.1%

EPCTC continues to prepare students for postsecondary success through individualized academic counseling, ELD, and workforce readiness programs. Many EPCTC graduates pursue community college coursework, vocational training, or career advancement after earning their high school diplomas, demonstrating the Charter School's effectiveness in supporting lifelong learning beyond traditional college enrollment metrics. Together, the sustained 0% suspension rate and the Charter School's focus on postsecondary readiness underscore EPCTC's holistic mission to empower students academically, socially, and professionally within a supportive and equitable learning environment.

Year-over-Year Progress

In addition to the CAASPP, EPCTC's students have been making progress on the MAP Growth in Reading and Math. EPCTC has utilized MAP Growth as verifiable data for the term of the charter.

EPCTC demonstrates consistent and measurable growth in Reading proficiency across all student groups, highlighting the success of its literacy interventions and instructional alignment. From 2018–19 to 2024–25, the percentage of all students meeting grade-level standards in Reading increased from 46% to 58%, representing an 11-point gain. SED students improved from 46% to 58%, a 13-point increase, showing strong progress among one of the Charter School's most significant subgroups. ELs (including ADELs) also demonstrated steady improvement, growing from 46% to 57%, a 12-point gain that reflects the Charter School's effective ELD strategies and targeted literacy support.

Homeless students showed the greatest improvement, increasing from 45% in 2018–19 to 58% in 2024–25, a 14-point gain that underscores EPCTC's success in serving highly mobile and vulnerable populations. Latino students, who comprise nearly the entire student body, mirrored the schoolwide pattern with an 11-point increase over the same period. These results reflect strong implementation of State Standards and ELD Standards aligned to LCFF Priority 2: Implementation of State Standards, and they demonstrate LCFF Priority 4: Student Achievement through one year or more of progress per year since 2021–22. The Charter School will deepen differentiated literacy instruction and expand targeted ELD and intervention supports so that late-entering and highly mobile learners sustain these gains. **EPCTC achieved measurable increases in ELA achievement from 2018 to 2024 demonstrating at least one year's progress for each year in school.**

Table i.9: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 NWEA MAP Reading: Met Fall to Spring Growth Target for EPCTC All Students and by Significant Subgroups

Reading

Student Group	2018-19	2019-20 (COVID)	2020-21	2021-22	2022-23	2023-24	2024-25	Change from 2018-19 to 2024-25
All Students	46%		37%	44%	43%	51%	58%	11%
SED	46%		36%	43%	43%	51%	58%	13%
EL and ADEL	46%		37%	43%	43%	50%	57%	12%
Homeless	45%		27%	50%	49%	51%	58%	14%
Latino	46%		37%	44%	43%	51%	58%	11%

EPCTC shows steady improvement in Math performance across all student groups, reflecting consistent implementation of targeted instructional supports and intervention strategies. The percentage of all students (and Latino students) meeting grade-level standards increased from 37% in 2018–19 to 43% in 2024–25, representing a 6-point gain. SED students achieved an 8-point increase, rising from 37% to 45%, while ELs (including ADELs) improved from 36% to 43%, a 7-point gain. Homeless students made one of the largest gains, improving from 36% in 2018–19 to 45% in 2024–25, an 8-point increase that underscores the EPCTC's commitment to providing equitable access to instruction and stability for transient or at-risk learners. The improvement since 2023–24 also shows that students are now making at least one year of growth per year in Math. These improvements reflect standards-aligned instruction, small-group reteaching, and individualized learning plans consistent with LCFF Priority 2: Implementation of State Standards and demonstrate progress on LCFF Priority 4: Student Achievement. The Charter School will extend math intervention time, increase real-world problem solving for adult learners, and continue collaborative data reviews to accelerate growth for newcomers. **EPCTC achieved measurable increases in Math achievement from 2018 to 2024 demonstrating at least one year's progress for each year in school.**

Table i.10: 2018, 2019, 2020, 2021, 2022, 2023, and 2024 NWEA MAP Math: Met Fall to Spring Growth Target for EPCTC All Students and by Significant Subgroups

Math

Student Group	2018-19	2019-20 (COVID)	2020-21	2021-22	2022-23	2023-24	2024-25	Change from 2018-19 to 2024-25
All Students	37%		40%	41%	38%	30%	43%	6%
SED	37%		41%	39%	39%	29%	45%	8%
EL and ADEL	36%		40%	41%	38%	30%	43%	7%
Homeless	36%		50%	38%	56%	21%	45%	8%
Latino	37%		40%	41%	38%	30%	43%	6%

Alternative Metrics for EPCTC as a DASS School

The alternative metrics used by EPCTC were originally identified and formalized in the 2018 charter petition in collaboration with the District as part of a shared understanding that traditional accountability measures alone would not fully capture the progress and success of a continuation school and DASS school serving adult, credit deficient, and highly mobile students. Through the charter development and approval process, EPCTC and ESUHSD reached agreement on a set of outcome measures that more accurately reflect student engagement, persistence, academic growth, and credit attainment, including attendance rate, benchmark scores, credit completion, one year graduation rate, participation in feedback systems, growth on norm referenced assessments for eligible students, and increases in long term enrollment. These metrics were selected to align with the LCAP priorities while accounting for the unique enrollment patterns, instructional models, and recovery focused mission of EPCTC. Expectations for meeting each metric were clearly defined at the time of approval of the 2018 charter petition, establishing how success would be measured, which student populations would be included, and the performance thresholds that would indicate progress or attainment. EPCTC has consistently used these agreed upon metrics to monitor outcomes, reflect on implementation, and adjust practices over time, with progress reviewed annually and documented. A longitudinal reflection of EPCTC's performance relative to these alternative metrics is provided in Table i.15: Reflection on EPCTC's Progress Toward Alternative Metrics (2018–2026), which demonstrates how the Charter School has tracked, evaluated, and responded to performance trends across the charter term.

Attendance Rate

Attendance remains a strength and a success in student engagement. Over seven years the Charter School averaged more than 82% attendance, with annual rates ranging from 81.65% to 83.67%. The Charter School's annual rates ranged from a low of 81.65% in 2019–2020 to a high of 83.67% in 2020–2021, demonstrating remarkable stability even

through the COVID-19 pandemic and subsequent recovery years. This consistency, despite serving a population that often faces significant barriers to consistent attendance, including work obligations, family responsibilities, and housing instability, aligns with LCFF Priority 5: Student Engagement. EPCTC will continue to pair proactive attendance communication with access to community resources and time-flexible learning to sustain engagement.

EPCTC has developed procedures to best serve students and families who enter the Charter School on a rolling basis and many of whom do not experience a full year of instruction at the same school. This flexible model enables students to enroll and participate as their life circumstances allow, which naturally affects traditional attendance metrics. Nevertheless, the fact that EPCTC sustains an average attendance rate above 80% with a highly mobile student population is evidence of the school's commitment to meeting learners where they are. Through personalized outreach, attendance monitoring, and wraparound supports, EPCTC continues to foster engagement and connection for every student, ensuring that consistent participation remains a central part of its mission to provide accessible, high-quality education to the community. **EPCTC has averaged over 82% average daily attendance over the last seven years.**

Table i.11: EPCTC Schoolwide Attendance Rate Based on P-Annual Reports for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Annual Attendance Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	81.99%	81.65%	83.67%	81.79%	82.54%	81.91%	81.72%

Student Participation on the Local School Climate Survey

Student voice through the local climate survey shows meaningful engagement and a practical path forward. Participation averaged 63.6% across the charter term, with rates of 68% and 70% in 2020–21 and 2021–22 and 60% in 2024–25 after a temporary dip. These results indicate trust in feedback processes and inform continuous improvement actions that strengthen LCFF Priority 6: School Climate and LCFF Priority 3: Parent Involvement where outreach strategies also reach adult learners' families. EPCTC will embed brief survey prompts into class sessions and expand mobile-friendly options to increase participation among working students. The Charter School uses survey data to inform decisions about instructional practices, student support services, and school culture initiatives. The fact that EPCTC continues to receive meaningful survey participation despite serving a highly mobile and diverse population demonstrates the Charter School's commitment to inclusive decision-making and to maintaining a strong connection between students and staff. **EPCTC maintained an average of 63.6% of students participating in the annual school climate survey.**

Table i.12: EPCTC Student Survey Participation Rate Based for the School Years 2018-19 (TEN Survey), 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 (Local Climate Survey)

Student Survey Participation Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	8.5 (TEN Survey)	COVID	68%	70%	64%	56%	60%

Credit Completion

Credit completion demonstrates academic persistence and access. EPCTC students earned on average about 78% of attempted credits, with a high of 83.18% in 2022–23 and a low of 71.46% during the pandemic. These outcomes confirm that personalized pacing, credit recovery, and targeted supports are helping adult learners progress toward graduation in alignment with LCFF Priority 7: Course Access and LCFF Priority 4: Student Achievement. The Charter School will expand competency-based options and extended learning to support midyear entrants and students balancing work and family obligations. **EPCTC maintained an average of 78% of students earning and completing courses for credits that they attempted.**

Table i.13: EPCTC Course Credits Earned Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Credits Earned to Attempted Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	78.84%	71.46%	77.30%	83.15%	83.18%	80.07%	76.23%

Continuous Enrollment/Long Term Students Enrollment

EPCTC has steadily increased the percentage of students who remain continuously enrolled or identified as long-term students. Continuous enrollment shows strong retention gains with clear next steps. The percentage of long-term students grew from 19% in 2018–19 to a peak of 45.6% in 2022–23 and stabilized at 36.22% in 2024–25, averaging about 32% across the term. These improvements reflect a supportive environment, individualized pathways, and wraparound services that strengthen LCFF Priority 5: Student Engagement and LCFF Priority 6: School Climate. The Charter School will continue to expand academic advising, flexible scheduling, and stability supports that help students remain enrolled long enough to meet their goals. This upward trend reflects the Charter School's focused efforts to engage and retain students who often face life circumstances that make sustained enrollment challenging, such as employment obligations, family responsibilities, or relocation. Although student mobility remains a defining feature of the population served, the improvement in continuous enrollment illustrates a learning environment where more students are choosing to stay and complete their education. **EPCTC maintained an average of 32% of students remaining continuously enrolled long-term.**

Table i.14: EPCTC Continuous Enrollment/Long-Term Students Enrollment Rate for the School Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25

Continuous Enrollment/Long-Term Students Enrollment Rate							
Year	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**
Rate	19%	N/A	23%	34.1%	45.6%	38.47%	36.22%

Table i.15: Reflection on EPCTC's Progress Toward Alternative Metrics (2018–2026)

STUDENT OUTCOMES REFLECTION FROM 2018 TO 2026 CHARTER TERM	
Attendance Rate Status: Exceeded	**Meet or exceed an average of 75% yearly attendance**
As shown in Table i.11, EPCTC exceeded its attendance goal with an average rate of over 82% across seven years, surpassing the 75% benchmark. This consistency is a major strength that reflects a strong culture of student engagement, proactive communication, and flexible attendance supports. The success stems from staff who monitor attendance daily, provide outreach to absent students, and offer accessible class schedules for adult learners managing employment and family duties. The primary challenge continues to be addressing external barriers such as housing instability and work obligations that affect daily attendance. Next steps include deepening partnerships with local agencies to provide students with transportation and wellness resources that further remove attendance barriers. Under State Priority 1 (Basic Conditions of Learning), maintaining qualified teachers and safe facilities supports these efforts, while Priority 2 (Implementation of State Standards) ensures that instruction during attendance time remains high-quality and aligned to state expectations, maximizing learning for students who show strong persistence in attending classes.	
NWEA ELA Growth Target Status: *Exceeded*	**40% of over 19 students meet ELA Growth Report**

As demonstrated in Table i.9, EPCTC exceeded its ELA Growth Target, with 40% of students meeting their growth goals on the NWEA assessment. This result highlights the school's strength in literacy instruction, effective use of data, and ongoing professional development. Students demonstrated consistent progress in reading proficiency, improving from 46% to 58% over the charter term. The success is also attributed to teachers' collaboration and targeted instructional planning aligned to State Priority 2 (Implementation of State Standards), ensuring that literacy instruction integrates CCSS and ELD Standards. A continuing challenge involves extending this literacy growth to the remaining students who are performing below grade level, many of whom are recent immigrants with limited English exposure. The next steps include expanding one-on-one tutoring and increasing the integration of language-rich content areas, especially for advanced ELD learners. Under Priority 1, maintaining well-prepared teachers who use evidence-based literacy strategies will be essential to sustain and extend these gains.	
NWEA Math Growth Target **Status: *Partially Met***	**55% of over 19 students meet Math growth target**
Table i.10 shows that EPCTC partially met its Math Growth Target, with 55% of students achieving their growth goals. The data illustrate notable improvement since 2018, rising from 37% to 43% of students meeting grade-level standards. Strengths include the school's use of small-group reteaching, data-informed instruction, and persistent teacher collaboration. These align closely with Priority 2 (Implementation of State Standards) by ensuring that math instruction is rooted in the California Mathematics Framework and that teachers are supported in its application through ongoing professional development. The main challenge remains closing achievement gaps for English Learners and newly enrolled students who enter with significant math learning loss. The next steps involve expanding intervention blocks, integrating technology-based practice, and providing targeted teacher training on conceptual mathematics aligned to Priority 1 (Basic). By deepening these supports, EPCTC aims to ensure that all students, regardless of entry point, can make accelerated progress in math proficiency.	
Graduation Rate **Status: *Partially Met***	**80% of seniors will graduate within their senior year**

As indicated in Table i.5, EPCTC made remarkable progress in increasing its one-year DASS graduation rate from 51.2% in 2022 to 74.3% in 2024, demonstrating a 23.1-point improvement. This trend underscores the school's commitment to reengaging adult learners and guiding them toward diploma completion. The primary strength lies in flexible scheduling, individualized academic counseling, and personalized learning plans that support students facing complex life circumstances. These results align with Priority 2, showing that instruction and assessment are aligned to state standards that prepare students for graduation and post-secondary options. The challenge lies in sustaining momentum toward the 80% goal and ensuring continued support for students who struggle with attendance or credit recovery. The next steps include enhancing partnerships with community colleges, expanding access to career technical education pathways, and strengthening academic mentoring. Through these actions, EPCTC will continue to align with Priority 1, maintaining qualified staff and adequate instructional materials to ensure that all students have equitable access to complete their graduation requirements.

Student Participation on TEN Feedback Loop or School Climate Survey Status: *Partially Met*	**80% of student participation on the TEN Feedback Loop or School Climate Survey**
As presented in Table i.12, EPCTC's average student participation on the School Climate Survey was 63.6%, which, while below the 80% goal, represents meaningful engagement from students actively attending classes. A key strength is the establishment of a consistent feedback loop, allowing students to voice their opinions about school safety, connection, and instructional quality. This supports Priority 1 (Basic Conditions of Learning) by confirming that students perceive the school as a safe, inclusive environment staffed by qualified professionals. Challenges arise from the school's high mobility and adult learner demographics, which make consistent survey participation difficult. The next steps include embedding feedback opportunities into regular class sessions and using multiple digital formats to reach working students. These refinements will ensure that student perspectives continue to inform planning and strengthen schoolwide systems of support.	
Credits Completion Status: *Exceeded*	**Complete 70% of total credits attempted**
According to Table i.13, EPCTC exceeded its goal for credits completion, achieving an average rate of 78% and reaching a high of 83.18% in 2022–2023, surpassing	

the 70% target. This accomplishment highlights the school's academic rigor, flexibility, and individualized student supports. The results demonstrate alignment with Priority 2, as students successfully meet credit requirements based on courses aligned to California State Standards. A remaining challenge involves supporting students who enroll late in the term and require additional time to complete coursework. The next steps include expanding credit recovery options, using competency-based assessments, and providing extended learning opportunities. Under Priority 1, maintaining qualified staff and access to instructional resources will ensure continued success in helping students meet credit goals and accelerate progress toward graduation.	
Increase Number of Enrolled Long-Term Students **Status: *Exceeded***	**10% increase in number of continuously enrolled/long-term students**
Table i.14 shows that EPCTC exceeded its goal of increasing long-term student enrollment by 10%, achieving a rise from 19% in 2018–2019 to 36.22% in 2024–2025, with a peak of 45.6% in 2022–2023. This increase reflects the school's growing capacity to retain students through positive relationships, supportive services, and relevant coursework. The strength lies in its ability to turn a once highly transient population into one that values stability and continuity. Challenges remain in sustaining enrollment growth among students facing financial or housing instability. Next steps include enhancing academic advising and wraparound supports to maintain consistent re-enrollment. These efforts align with Priority 1 (Basic) by ensuring that students have stable access to safe facilities, qualified teachers, and the necessary materials to continue their education without interruption.	

Approving EPCTC is in the Best Interest of Students

Under Education Code Section 47607(c)(7), DASS charter schools are eligible for presumptive renewal, with consideration of performance on the Dashboard and applicable alternative metrics. Nonrenewal may occur only if the chartering authority determines that closure would be in the best interest of students. For EPCTC, the evidence overwhelmingly demonstrates that closure would not be in the best interest of its 515 students, as the Charter School provides a critical educational pathway uniquely designed to serve adult learners who are reengaging in their education after prior interruptions.

EPCTC's mission and model are centered on serving students who are predominantly Latino, socioeconomically disadvantaged, English Learners, and often experiencing homelessness, housing insecurity, or family and work obligations that make traditional programs inaccessible. While the District also authorizes a Charter School that serves younger adults between the ages of 18 and 27, EPCTC fills an equally vital but distinct role by providing flexible, individualized, and culturally responsive instruction for a broader range of adult learners, many of whom are older, parents, or working full time. The Charter School's environment offers a level of structure, care, and community engagement not typically available in larger or more traditional adult programs.

Beyond Dashboard data, EPCTC demonstrates consistent year-over-year progress in student outcomes that reflect strong alignment with LCFF Priority 4: Student Achievement and LCFF Priority 5: Student Engagement. Reading proficiency has increased by 11 percentage points and math proficiency by 6 points over the charter term, with significant gains among ELs, homeless students, and SED groups. The Charter School maintains an average attendance rate of 82%, a remarkable indicator of engagement for a highly mobile and working adult population, and a credit completion rate of 78%, supported by strong academic counseling and flexible pacing structures. These outcomes affirm EPCTC's success in closing the achievement gap for populations historically underserved by traditional schools.

EPCTC's commitment to LCFF Priority 1: Basic Services and LCFF Priority 6: School Climate is reflected in its safe, inclusive environment and its sustained 0 percent suspension rate. The Charter School's restorative and relationship-based approach fosters belonging, emotional safety, and mutual respect which are qualities essential for adult learners returning to education after prior academic setbacks. EPCTC also aligns with LCFF Priority 7: Course Access by ensuring all students receive individualized academic plans, access to standards-based coursework, and support to meet graduation and career readiness goals.

The Charter School's closure would have profound and lasting negative consequences. Approximately 515 adult students would lose access to a trusted, stable, and supportive educational setting that accommodates their work and family commitments. Many would struggle to find another program capable of providing the same level of individualized instruction, flexible scheduling, and wraparound support. For numerous students, EPCTC is not just a school; it is a community where they feel safe, respected, and empowered to reclaim their education. The loss of small class sizes, personal academic guidance, bilingual support, and targeted support services would create a severe disruption to their educational progress and diminish their opportunities for graduation and workforce advancement.

Conclusion

In accordance with Education Code Section 47607(c)(7), renewal of the EPCTC charter is in the best interest of students. EPCTC provides an essential educational environment that fosters academic recovery, social-emotional growth, and college and career readiness for adults who might otherwise remain disconnected from formal education. Renewal ensures continuity of services for 515 adult learners and preserves a proven, equitable model that aligns with California's priorities for access, engagement, and lifelong learning.

In accordance with Education Code Section 47607(c)(7), the presumptive outcome for DASS schools is charter renewal. The chartering authority may only deny renewal if it makes specific written findings, supported by evidence, that closure of the charter school would be in the best interest of students. Given the Charter School's strong academic outcomes, inclusive environment, and vital role in serving adult learners, it is

evident that closure of EPCTC would not be in the best interest of its students.

Thus, EPCTC requests a 5-year renewal term, from July 1, 2026 to June 30, 2031.

Element A: The Educational Program

The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. - Education Code Section 47605(c)(5)(A)(i)

The annual goals, for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. - Education Code Section 47605(c)(5)(A)(ii)

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admission criteria may be considered to meet college entrance requirements. - Education Code Section 47605(c)(5)(A)(iii)

Target Student Population

EPCTC typically serves 750 high school, 9-12th grade students, aged over 18:

- Students who are recent immigrants and for whom the U.S. school experience is new and intimidating. Students' primary language is Spanish.
- Out-of-school students who have not been successful in large, comprehensive high schools. Most of these students are seeking a second chance at getting an education and improving their lives, as well as their children's lives.
- Students who are working adults, holding one or more jobs to meet the Bay Area's rising living costs.
- Students who are parenting and/or head of households.
- Students who endure family separation.

Demographically, EPCTC serves a predominantly low-income, Latino community. A brief summary of pertinent demographic information is as follows:

- Ethnicity: EPCTC is 100% Latino.
- Income: approximately 96.5% of students fall under the federal poverty guidelines.
- EPCTC's students are highly mobile, sometimes having to leave school to work full-time or respond to family emergencies in their home country.
- The majority of EPCTC's students have either never attended traditional schools or were unsuccessful in traditional schools because of their unique needs.

- Students have had interrupted cycles of education in the United States and/or in their home countries.
- The majority of EPCTC students come to the school performing well below grade level in Language Arts and Mathematics.

EPCTC Student Needs

Through our extensive experience and involvement with our target population, we have been able to identify and address our students' immediate needs.

1) We recognize that all of our students need to become fluent in English. At the same time, we realize the importance of maintaining and further developing their Spanish fluency.
2) Although many of our students plan to attend college at some point, their immediate need is to acquire the skills that will help them become a productive member of the workforce.
3) We appreciate that students need a smooth transition into the new culture. Maintaining family and cultural values while adapting to the new cultural values needs to be supported by the school environment. Our students need their international perspective to be nurtured and valued.
4) Planning for the future and opening doors to new paths is important, specifically in planning and preparing for higher education and entering the workforce.
5) Their need to embark consciously and independently on a learning program that ultimately enables them to become life-long learners, productive members of society, efficient workers, and effective family members.
6) Students need flexible scheduling and enrolling options to accommodate their family and work responsibilities.
7) Student need access to free and high-quality childcare services.

Attendance: School Year and School Day

Escuela Popular will meet or exceed the instructional minutes and school days required by the California Education Code. The school year consists of 177 instructional days. Generally, the school day begins at: 8:30 A.M. and ends at: 2:00 P.M. for the morning program. On Wednesdays, students in the morning program are dismissed at 1:10 P.M. and at 12:45 P.M. on minimum days. Evening program begins at 4:15 P.M. and ends at 9:50 P.M.

Enrollment Projections

EPCTC currently serves 525 students in grades 9-12 with an enrollment of 550 students during this charter term. EPCTC has historically experienced a low stability rate, but EPCTC is committed to serving students who wish to attend the Charter School.

Table A.1: Enrollment Projections from 2026-31

Grade	Current Year	Year 1	Year 2	Year 3	Year 4	Year 5
	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
9-12 TOTAL	525	525	525	550	550	550

What it Means to be an Educated Person in The 21st Century

The knowledge, skills and competencies required to be an "educated person" in the 21st century continues to increase as our state, country, and global community evolve. the rapid shifts in industries that drive the economy require a drastically different employment force than in previous generations. The contributions made by all levels of today's workforce are measured based upon the value added to an idea, product, or service. In order to be competitive in today's job market, knowledge and capacity in more than one discipline is often necessary, whereas competence in one area was sufficient in the past. Working effectively as part of an interdisciplinary team to successfully carry out the mission of an organization is increasingly important, specifically amongst a diverse community.

Therefore, we believe an "educated person" in the 21st century is a self-motivated, competent, lifelong learner who exhibits the following traits:

RISE by being...

Responsible citizens

- who are globally aware,
- who appreciate the civic, economic, historical and cultural perspectives of diverse peoples,
- who can function in a multicultural world,
- • who are proud of their roots and personal value,
- who care for the environment.

Intellectually curious and independent learners

- who achieve academic excellence through rigorous active learning,
- who use critical thinking skills to understand and solve complex problems across disciplines,
- who are able to analyze, synthesize, and evaluate.

Sound healthy individuals

- who understand the importance of physical fitness, and the need for a lifestyle that is balanced intellectually, physically, and emotionally,
- who achieve wellbeing for themselves.

Effective bi-literate and bilingual communicators

- who can acquire information through reading and listening,
- who can write clearly and concisely,
- who can communicate ideas and thoughts in group setting and when making presentations,
- who can use academic language effectively in Spanish and English.

EPCTC believes that a well-developed academic program coupled with targeted job skills training that are offered in a nurturing learning environment both inside and outside of the classroom will help to prepare students with these skills.

How Learning Best Occurs – Instructional Design

Support with Basic Needs

Escuela Popular believes that learning best occurs when student needs are diagnosed and matched with meaningful and relevant educational strategies. Additionally, Escuela Popular meets students where they are academically and linguistically. In light of the school's target student population, Escuela Popular believes that English Learners are capable of achieving the highest academic standards where students learn English without having to sacrifice content or their native language. Students are provided with additional resources, to eliminate barriers, such as free childcare, transportation, flexible scheduling, open enrollment, parent education, nutrition classes, health & wellness electives, medical van, immigrant rights resources, DACA support, citizenship application support, FAFSA application support, AB540 application support, and advocacy support.

Broad Curriculum Content

Escuela Popular follows an accelerated and sequenced ELD curriculum that prepares students for high school core classes aligned to Common Core State Standards. Our instruction is designed using the Backwards Mapping, Understanding by Design, approach to teaching. Embedded in our curriculum are critical thinking, writing, speaking, collaboration, and technology skills to provide a rigorous high school education.

Our teachers utilize formative and summative assessments, adopted from Dylan William's Assessment for Learning techniques and strategies. Escuela Popular provides a safe learning environment that promotes and prepares students for college & career readiness through a robust academic counseling program that offers college admissions support, financial aid application completion & submission, AB540 applications, college entrance placement exam guidance, college campus visits, and individualized class scheduling.

Curriculum

Curriculum plays a vital role in any educational program. Quality curriculum needs to be culturally relevant, aligned to State Standards, and current in both delivery and instructional methods. (See Appendix 8 Course Descriptions/Scope and Sequence/Curriculum Maps.) All of the instructional materials and resources mentioned are subject to be changed as the educational partners will need to play an active role in reviewing and advising the Executive Director and the Board on the purchase of instructional materials and resources needed.

Table A.2: Instructional Materials (Subject to Change)

Core Curriculum Area	Textbooks and instructional materials/year of adoption
English Language Arts/English Language Development	Side By Side Plus Level 1-3 Steven Molinsky (2018) Visions Language, Literature, Content Book A (Heinle Cengage Learning 2004) Visions Language, Literature, Content Book B (Heinle Cengage Learning 2004) Edge Fundamentals A-C 2014 (New adoption) (Cengage) Longman Keystone Book B (Pearson Education 2008) Keys to Learning (Pearson Education 2005) Animal Farm Parrot in the Oven Narrative of Frederick Douglas For Colored Girls Night I Know Why the Caged Bird Sings Diary of Anne Frank The Pearl The Circuit The Glass Menagerie Breaking Through And the Earth Did Not Devour Him Macbeth Our Town Chicana Falsa Poems of Pablo Neruda Who's Irish Newsela Pro NoRedInk Readworks Google Classroom G-suite

Mathematics	Pre-Algebra; Malloy, Price, et al.; Glencoe McGraw Hill; 2003, Columbus, Ohio Elementary and Intermediate Algebra (A Combined Course); Charles P. McKeague; Thomson Brooks/Cole; 2004, Belmont, CA Geometry; Siegfried Haenisch; AGS; 2001, USA Integrated Mathematics, Kanold, Timothy, Houghton Mifflin Hardcourt Company, 2015 Big Ideas Math. Integrated Mathematics I, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics II, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Big Ideas Math. Integrated Mathematics III, National Geographic Learning/ Cengage Learning, Ron Larson, Laurie Boxwell Khan Academy Teacher-created Material
Science	Conceptual Integrated Science Explorations, Hewitt, Lyons, Suchocki, Yeh (Pearson Education) Biology, Miller, and Levine (Pearson, 2019) Practice Book for Conceptual Integrated Science
History-Social Science	New Ways of Thinking EMC Publishing (2007) American Government Magruder's Prentice Hall (2002) Modern World History (Patterns and Interaction) Holt McDougal (Houghton Mifflin) (2012) The Americans (Reconstruction to the 21st Century) Holt McDougal (Houghton Mifflin) (2012) Voices of Freedom 4th Edition (Pearson Education 2012) (adopted 2001)

World (Foreign) Language	El español para nosotros: Curso para Hispano hablantes Level 1(McGraw-Hill) TEMAS (adopted 2014)
Health/Physical Education	Health Education Framework for CA Public Schools, K-12, 2021 Health Education Content Standards for CA Public Schools, K-12, 2008 Physical Education Framework for CA Public Schools, K-12, 2009 Physical Education Model Education Standards for CA Public Schools, K-12, 2005
Visual and Performing Arts	CA Arts Education Framework for Public Schools, PK-12, 2020 Visual and Performing Arts Content Standards, K-12, 2019
Career Technical Education	CTE Framework for CA Public School, 7-12, 2007 CTE Model Curriculum Standards for CA Public Schools, 7-12, 2013 Basic Computer Skills - Google Applications

Description of Instructional Approaches and Strategies

EPCTC is achieving its mission by implementing strategically selected practices, concepts, and models. The design of this charter school is based upon the collection of best practices and experiences of the founding members, who have over 75 years of experience and training working with this target population. In addition, EPCTC draws upon the expertise of the CTC staff to co-develop relevant, engaging job skills courses that complement the academic program and provide the target population with the skills and habits they need to enter a highly skilled workforce. Below are the core practices, concepts, and models that EPCTC employs.

Intensive English Language Development Accompanied with Formative and Summative Assessments

Many of EPCTC's students are native Spanish speakers with a great need for intensive English language development. Therefore, the curriculum calls for pre-literacy intensive English instruction, where students are routinely assessed on English language development and grouped based upon their language proficiency. As their proficiency develops, multiple content areas such as Social Studies and Sciences, are introduced

with primary language support.

Performance-Based Learning and Skills

Teachers provide students with opportunities to engage in authentic and meaningful tasks that are essential to applying the skills needed in the workforce and career readiness. Technology skills (job skills) learned spiral through all academic core classes. Performance tasks assigned incorporate the skills the students have learned in technology classes and core academic classes, providing a relevant and authentic application. These culminating performance tasks provide relevance to the students as well as help them hone their job skills through the use of technology. Performance tasks could include:

- Interviews, debates, role plays, persuasive writing,
- Culminating oral personal education reflection task (PER),
- Developing a business plan in economics,
- Writing and designing a publication that advocates for a particular policy initiative,
- Engage in debates related to current and relevant topics.

Newcomer Center Model

Many of the students served by EPCTC are recent immigrants who are attending school in this country for the first-time. They are newcomers to the U.S. culture and often are not familiar with the codes of power needed to be successful in school or in this country. Therefore, EPCTC seeks to provide a nurturing environment that is flexible and sensitive to these needs; which incorporates life skills to navigate the new society and access appropriate resources. On-site referral services, academic counseling, advocacy on issues such as immigration, housing, workplace rights, and civil rights are provided to address issues outside the classroom that may prevent students from learning.

EPCTC seeks to eliminate barriers by taking a holistic approach to supporting students in school providing resources in the following: VTA bus passes, no-cost childcare, morning and evening classes, academic counseling that takes into account previous education.

Description of Learning Setting

Family Learning Center Model

Escuela Popular regards family involvement and support as essential to students' academic success. EPCTC involves the whole family in the learning experience. Many parents attending EPCTC have children attending EPAFLC. These parents, who need to learn English and obtain their high school diploma, become students alongside their children. Home becomes a place of learners. Parents are able to support their children's education because they can better relate to their children's learning experience. Between EPAFLC and EPCTC, the grade levels served allow for entire families to attend as students. In addition, EPCTC provides its students with high quality no-cost childcare.

Small Learning Communities Through a School-Within-School Model

Students learn best in small nurturing environment where they are known well, treated as individuals, and their backgrounds are honored. Small learning environments allow for

stronger bonds/relationships amongst students and teachers, where students can receive individualized attention.

Description of Program Aligned to School's Mission and Vision
Vision: Escuela Popular educates to transform lives.

Mission: Our family learning center believes that teaching is an act of love through which learning is reciprocal. We develop bilingual, bicultural students fully prepared to continue onto higher education and empowered to pursue their goals in a global society.

As a family learning center, Escuela Popular's mission is to provide all students with the opportunity to engage in purposeful, stimulating, and enriched educational experiences to meet their basic needs and to go beyond them. Through the Escuela Popular/Center for Training and Careers, Family Learning Center, adults and families are served as well.

- Escuela Popular is committed to community improvement by fostering pride in learning and student leadership.
- Escuela Popular believes educated individuals raise the standard of living and quality of life for their families and the community as a whole.
- Escuela Popular challenges the whole school community (students, parents, guardians, families, teachers, staff, administrators, and community members) to believe in their dreams and to make their dreams a reality. EPCTC provides the tools to enable them to build on their strengths and overcome obstacles so they may rise above the expectations the outside world has had for them and that they have had for themselves.
- Escuela Popular believes that teaching is an act of love, and that life-long learning empowers all human beings.

The overall vision of EPCTC is to empower the community through education. EPCTC is a Transitional Kindergarten to 12th grade family learning center that serves entire families in conjunction with EPCTC's Over 19 Academy. We are committed to providing meaningful learning experiences in a small school setting to ensure that we are impacting the lives of every student. We seek to enable students to become self-motivated, competent, and lifelong learners. We are a community school with quality age-appropriate academies in a school within a school model. EPCTC is open extended hours to accommodate the academic and non-academic needs of its students. The Charter School focuses on preparing students to master the State Standards and to pursue higher education opportunities.

Core Values:

- **Love:** We believe teaching is an act of love; therefore, we work to liberate and empower participants for self-determination. Love is an inward development of compassion and the capacity to believe unconditionally in self and others. Such love transforms lives.
- **Emotional Wellness:** We strive to take care of ourselves physically and mentally to teach and learn from a foundation of confidence and emotional strength. This

leads to a lifestyle that is positive and balanced intellectually, physically, and emotionally.

- **Respect:** Our community of students, parents, and staff practices mutual respect and will feel affirmed in spite of any differences in education, economic background, language, culture, age, learning style, and lifestyle on a deep level of friendship.
- **Collaboration:** We are committed to nurturing an environment of respect and collaboration, which enriches teamwork, sharing responsibilities, collective problem solving, and building on each other's strengths. We continue to build healthy and strong relationships through open dialogue.
- **Constructivist Learning:** Since we believe teaching is an act of love, we meet our students where they are and differentiate our engagement with them accordingly. We will learn and build upon our students' prior knowledge and intuition.
- **Safe and Organized Learning Environment:** We create a learning environment where equity is highly valued so participants feel safe to express themselves, take risks in learning, and trust that their voices will be heard. As equal participants, students and staff should take ownership in contributing to a school culture that is organized, responsive and well prepared.
- **Success:** Success is the short and long-term transformation of individual's experience as they continually evolve into lifelong bilingual learners who achieve well-being for themselves, their families, and community.

EPCTC is committed to providing meaningful learning experiences in a small school setting to ensure an impact within the lives of every student. EPCTC is a community school with quality age-appropriate academies in a School-Within-School model. EPCTC is open extended hours to accommodate the academic and non- academic needs of its students. EPCTC is focused on preparing its students to master the State Standards, pursue higher education opportunities and/or career opportunities.

Means to achieve mission and vision

EPCTC is achieving its mission and vision by implementing the following practices, concepts, and models. The design of this charter school is based upon the collection of the best practices and experience of the founding members who have over 100 years of experience and training working with this target population. We feel that learning best occurs when student needs are diagnosed and matched with meaningful and relevant educational strategies.

Educational Philosophy

The educational philosophy at EPCTC is driven by the knowledge that all students, if given adequate support from a community school, are capable of succeeding in college, career, and life. It is with that optimism and with research-based strategies on improving student achievement that the Charter School's educational program is designed. The Charter School mission and vision drive everything at EPCTC, from school culture to the academic program.

Description of Curriculum Aligned to Student Performance Standards

EPCTC is a welcoming and safe environment for all students, which develops relevant curriculum partnered with performance tasks; and aligned with the appropriate standard based on the course subject, as a key to building on the students' strengths and bringing relevance to their studies. EPCTC also believes that the everyday learning experiences for all students should be authentic and relevant to their lives. Interdisciplinary units help students connect everyday experiences with learning and serve to better prepare students for college and careers. EPCTC also strongly stresses the development of bilingual/biliterate students. EPCTC emphasizes life-long learning and prepares students to attend college or directly enter the workforce.

EPCTC has aligned its learning outcomes to the Common Core State Standards, Next Generation Science Standards, California English Language Development Standards, and College & Career Readiness Standards. EPCTC believes that assessment informs practice, and continually reflects upon its curriculum and instruction to ensure that students exceed standards.

EPCTC attempts to diagnose and discover the academic strength and level of each student and build individual academic plans that are appropriate to their needs. EPCTC focuses upon:

- intensive English language development instruction with conceptual and primary language support (Spanish)
- continuous and routine assessment of English language development
- student responsive scheduling based on academic level
- individualized academic plans
- college and workforce preparation
- upon achieving an emerging level of English language development, then transitioning to multiple disciplinary studies.
- developing bilingual and bi-cultural students

EPCTC's goal is to provide all over 18 students with the opportunity to engage in purposeful, stimulating, and career enhancing educational experiences to meet their basic needs and go beyond, in addition to the following:

- EPCTC will treat all students as gifted and talented. Differentiate instruction to fully develop student talents, recognizing their varied learning styles.
- EPCTC will be led by the instructional leaders of the organization and will be responsive to student needs by developing a shared decision-making process that is focused around student needs.
- EPCTC is committed to community improvement by fostering pride in learning and student leadership. The school believes that educated individuals raise the standard of living and quality of life of their families and the community as whole. The goal is to develop and prepare all students, faculty and staff to participate actively in the community.
- The goal is to teach students to dream and achieve their dreams through education.

Plan to Support Students Not Meeting Pupil Outcomes

Teachers regularly monitor student progress. Escuela Popular regularly monitors student progress. Teachers regularly administer assessments, such as NWEA MAP, SBAC, ELPAC, PFT and other applicable external and internal assessments, to identify students who may be academically low-achieving or at-promise at the beginning of the year and on regular cycles throughout the year. Those students performing significantly below grade level have access to the following opportunities:

- **Summer school:** Courses are offered during the summer session to focus on the areas of reading, writing, listening, and speaking during a 4-6 week session.
- **Math Lab:** This class is designed to address students' current level and development in pre- core math standards. Teachers provide individualized instruction for students in order to prepare students for core Math courses, at the students' pace of learning.
- **Outside of Classroom Support:** Teachers provide support after school, before school, using online tools, and during school breaks to individual students. Additional support assists students with reaching a level of understanding and mastery to be promoted next level of learning.
- **Additional Tutoring:** Tutoring periods are established within the school day to support students in the areas of Math and English.
- **Foundational skills support and instruction:** These are necessary and important components of any reading program so that students may become proficient and fluent readers. The skills include phonological awareness that ranges from phonemic awareness, the ability to detect and manipulate individual sounds within words, syllables within words, words within sentences and rhymes. Many nonreaders hear sounds but are unaware of the individual phonemes
- **10-Week Interval and performance-based course scheduling:** Students are scheduled in courses appropriate to their reading, writing, speaking, and listening levels, students needing additional time to focus on specific standards have the opportunity to retake and/or receive additional instruction before moving to the next level, as needed by the student.
- **Small Class Sizes:** Teacher to student ratio is small, when compared to comprehensive schools, at times as low as 10 to 1 ratio, allowing more time for individualized instruction.
- **Bilingual Staff (Spanish) to support with conceptual understandings:** Bilingual staff provides support in primary language to teach concepts and understandings, then transferring the learning to English. Students not reaching the standards often have success in learning it in their primary language to expedite their learning in English.
- **Lexile leveled assigned texts:** Teachers have available student's individual Lexile levels which allows for individualized reading assignments and practice to engage students in reading assignments that are within the students reading range for maximum potential to improve reading comprehension and vocabulary.

Additionally, students have access to academic counseling support where they receive guidance and support on fulfilling their academic plan and graduation requirements. There is on-going communication to support students who are not meeting their student

outcomes.

Instructional Design and Strategies Based Upon Successful Practice or Research

In meeting these students' needs, we have seen an increase in academic success.

1) Our teaching methods are inspired by "popular education" as defined by Paulo Freire. The concept of popular education is based upon serving students by identifying basic needs and building on their strengths while providing instruction that is relevant to their lives. EPCTC assesses its students to find out where they are when they come to EPCTC and then begin to direct their education to higher levels of learning. For example, most of the student population requires intensive ESL, Literacy, and Math classes in their first year with EPCTC. As their English proficiency and Literacy levels increase, students are able to meet the challenges of other core subjects, such as the social sciences and natural sciences. EPCTC also places emphasis on dual language instruction so that our students become biliterate. Spanish is the source of knowledge used to accelerate our students' academic progress.
2) EPCTC regards family involvement and support as essential to students' academic success. EPCTC involves the entire family in the learning experience. Parents in EPCTC will often have siblings and children attending Escuela Popular. Home becomes a place of learners. Parents and children reinforce each other's education because they can better relate to each other's learning experience.
3) Most of the staff at EPCTC is reflective of the student body. Many have faced similar obstacles as those faced by its students. The curriculum and school culture are familiar to the culture of the students. In this manner, EPCTC is able to provide a smooth transition into the new culture. Codes of power that exist in the U.S. are explicitly taught to its students.
4) EPCTC engages students in activities that nurture freedom, a sense of well-being, and a consciousness that with the right attitude they can undertake any challenge and be successful. Students are challenged to dream and to work towards the accomplishment of those dreams.

Based on this educational design, EPCTC students may spend 1-3 years developing their English language proficiency. EPCTC students begin at a reading level equivalent to the third grade and through the access high level instruction and support they are able to understand rich literature such as Macbeth, Don Quixote, and Animal Farm.

Credit Recovery

A Counselor meets with each high school student each year. The Counselor monitors the grades of all students each semester. If a student is credit deficient, the Counselor conferences with the student and educational rights holder to develop a plan for the student for credit recovery. Students may recover credits by reenrolling in the class the following year or during summer school. The Counselor monitors all students taking credit recovery courses monthly and reports the student's progress to the Principal, the educational rights holder, and the student. If a student fails to make progress the following month, the Counselor conferences with the student and educational rights

holder to review the plan for credit recovery and make necessary adjustments to the student's schedule.

Dual Enrollment

EPCTC offers an opportunity for students to participate in a dual enrollment program with San Jose City College. College courses provide students with college credits. Students receive a transcript from San Jose City College upon request. (See Appendix 9 Dual Enrollment Agreement.)

Accreditation and Transferability of Courses

EPCTC received a six-year Western Association of Schools and Colleges accreditation which affirms the quality and credibility of its academic program. Additionally, A-G approved courses support alignment with California college entrance requirements. Together, WASC accreditation and A-G approval ensure that courses offered at EPCTC are transferable to other public high schools and meet UC/CSU eligibility standards. During the initial enrollment process, Orientation, and through individual meetings with the counselor, and students, EPCTC informs students about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. If a student is transferring into EPCTC and the transfer might result in an inability to obtain the credits needed to graduate, EPCTC will advise the students about credit recovery options and what is required to meet graduation requirements. EPCTC will explain which course requirements the student is missing and suggest avenues by which the necessary credits can be obtained. In addition, students can find this information in the Student and Family Handbook (See Appendix 10).

Professional Development

Comprehensive professional development is imperative to the success of our teachers in effectively teaching students. (See Appendix 11 Collaborative Meeting Schedule.) EPCTC has developed a strong professional development plan to support and address the needs of teachers to ensure that the highest quality instruction and support is offered to the students. The primary areas of focus for professional development include understanding the mission and vision of the Charter School, implementing best practices to ensure college and career readiness, school safety, standards-based curriculum and differentiated instruction, supporting all students including EL, SED, SWD, interventions, SEL, data analysis, family partnerships and participating in shared decision making including contributing to key critical planning documents LCAP, WASC, etc.).

The following topics below will be covered in PD sessions during the charter term, including but not limited to academics and governance.

Table A.3: Professional Development Sessions (Subject to Change)

Category	Examples
EPCTC	School Mission/Vision Core Values Community School Bilingual, Biliterate, Bicultural Students Employee Handbook Teacher Evaluation Student Information System
New Teacher	School Mission/Vision Clear Learning Objectives Instructional Strategies Curriculum and Lesson Design Developmental Pacing Guides
Pedagogical	Understanding the "Whole Child/Student" Developing Resilience and Hardiness Zone of Proximal Learning Waldorf Inspired Teaching Strategies (TK-1) Language Acquisition Culturally Responsive Pedagogy Translanguaging/Bilingual Education ELD Standards Additional training in methods and strategies will be conducted based on student needs.
Student Support	Developing Community and Families as Partners Classroom Management Student Engagement/Motivation/Achievement Positive Behavior Interventions and Supports Designated and Integrated ELD High Achieving Student Strategies Effective Use and Integration of Technology School Climate and Culture Social Emotional Learning Effective Instructional Practices College and Career Readiness Differentiated Instruction Perspectives of Inclusion Multi-Tiered System of Supports Response to Instruction and Intervention Student Success Team Process Special Education: legal timelines, SELPA policies, Instructional Strategies for working with SWD LGBTQ Cultural Competency Training
Standards	ELD/ELA Framework Fidelity to the Curriculum Alignment to State Standards and Frameworks

Assessments	State: CAASPP, CAST, CAA, ELPAC, etc. High School: PSAT, AP, SAT, ACT NWEA MAP Growth DIBELS
Data	Using Data to Inform Instruction Analyzing Data to Determine Students' Needs
Safety	Mandated Trainings Comprehensive School Safety Plan Health and Safety Policies and Procedures School Operations, Policies and Protocols

Annual Goals and Actions in the State Priorities

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the State Priorities" in Element B of the charter for a reasonably comprehensive description of the Charter School's annual goals to be achieved in the State Priorities, schoolwide and for all numerically significant pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii) and 47605(c)(5)(B)).

Academic Calendar and Schedules

EPCTC will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction (See Appendix 12 Instructional Minutes Certification):

(A) To pupils in grades 9 to 12, inclusive, 64,800 minutes.

Table A.4: Bell Schedules (Subject to Change

CTC Bell Schedules

CTC AM High School
2025-2026 Bell Schedules
Monday, Tuesday, Thursday, Friday Bell Schedule

Start Time	End Time	Description
8:30 AM	9:20 AM	Period 1
9:20 AM	9:30 AM	Brunch
9:30 AM	9:35 AM	Passing
9:35 AM	10:25 AM	Period 2
10:25 AM	10:30 AM	Passing
10:30 AM	11:20 AM	Period 3
11:20 AM	11:25 AM	Passing
11:25 AM	12:25 PM	Period 4/ Silent Reading
12:25 PM	12:55 PM	Lunch
12:55 PM	1:00 PM	Passing
1:00 PM	1:55 PM	Period 5
1:55 PM	2:00 PM	Passing
2:00 PM	3:00 PM	Period 6

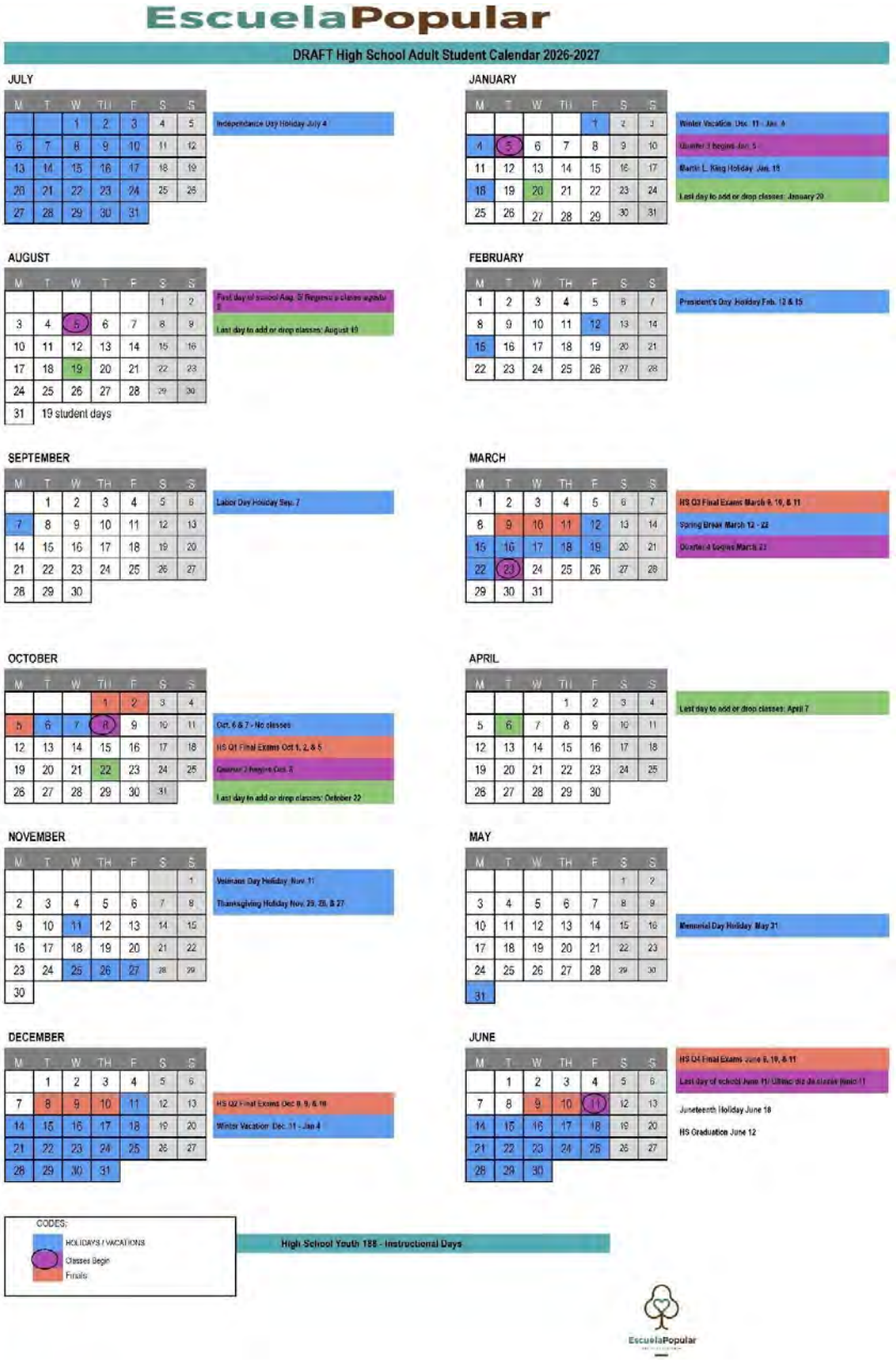
CTC AM High School
2025-2026 Bell Schedules
Wednesday Bell Schedule

Start Time	End Time	Description
8:30 AM	9:10 AM	Period 1
9:10 AM	9:20 AM	Brunch
9:20 AM	9:25 AM	Passing
9:25 AM	10:05 AM	Period 2
10:05 AM	10:10 AM	Passing
10:10 AM	10:55 AM	Period 3
10:55 AM	11:00 AM	Passing
11:00 AM	11:45 PM	Period 4
11:45 PM	11:50 PM	Passing
11:50 PM	12:35 PM	Period 5
12:35 PM	1:05 PM	Lunch
1:05 PM	1:10 PM	Passing
1:10 PM	3:00 PM	Period 6

CTC PM High School
2025-2026 Bell Schedules
Monday - Friday

Start Time	End Time	Description
4:15 PM	5:10 PM	Period 1
5:10 PM	5:20 PM	Break
5:20 PM	5:25 PM	Passing
5:25 PM	6:15 PM	Period 2
6:15 PM	6:20 PM	Passing
6:20 PM	7:25 PM	Period 3/Silent Reading
7:25 PM	7:55 PM	Lunch
7:55 PM	8:00 PM	Passing
8:00 PM	8:50 PM	Period 4
8:50 PM	8:55 PM	Passing
8:55 PM	9:45 PM	Period 5
9:45 PM	9:50 PM	Passing
9:50 PM	10:45 PM	Period 6

Table A.5: 2025-26 EPCTC School Calendar (Subject to Change)



Supporting Special Populations

EPCTC is an inclusive charter school and offers services for all students in special populations. This includes, but is not limited to, socioeconomically disadvantaged students; students who are identified as EL; students who are identified as RFEP; students who are Homeless or Foster Youth; and students who receive Special Education services. EPCTC serves all students with an Individualized Education Program ("IEP"), regardless of their eligibility. EPCTC will follow the applicable regulations of the ESEA. The students who are identified as EL will receive daily instruction in ELD in addition to teachers using Specially Designed Academic Instruction in English ("SDAIE") strategies including accessing prior knowledge, cooperative learning, hands-on instruction, student communication, explicit vocabulary instruction, multicultural education and checking for understanding.

Students are most successful when there is a cooperative effort between the students and Charter School personnel with a commitment to and clear agreements regarding shared responsibility. EPCTC has developed time in the professional development calendar for teachers to evaluate data and to plan strategically to support all learners. Instruction is differentiated according to learning styles, strengths, abilities, and interests to support all learners. Students receive actionable and timely feedback, which empowers them to achieve by building on what they know. All students will receive a rigorous, standards-based, and experiential learning experience. Teachers provide additional differentiated instruction. Students who experience problems with academic achievement or who demonstrate the need for behavior support will be referred to services by the Student Support Services office or the Student Study Team ("SST") for further discussion regarding interventions.

EPCTC maintains a culture of high expectations for all students. EPCTC believes that all students can achieve high standards, regardless of their strengths and challenges, and, therefore, all students should be offered opportunities to engage in and succeed with a rigorous curriculum.

Multi-Tiered System of Supports and Response to Instruction and Intervention is a comprehensive framework designed to ensure the academic, behavioral, and social success of all students. By integrating State Standards with differentiated and student-centered learning, MTSS addresses individualized student needs through an alignment of systems that promote success. California's long-standing history of support systems includes Response to Instruction and Intervention ("RtI²") processes, Special Education services, Title I and Title III programs, services for English Learners, and those in gifted and talented programs. MTSS builds on these foundations by driving systemic change through intentional design and redesign of services, enabling rapid identification, and matching of student needs with appropriate interventions.

[2]

While both MTSS and RtI² share similar goals, MTSS encompasses a broader and more comprehensive scope. RtI² focuses primarily on students who are struggling and emphasizes teamwork and data-driven decision-making to improve student outcomes. In contrast, MTSS seeks to align all systems, initiatives, and resources across the Charter School and grade levels. It systematically supports all students, including gifted and academically high-achieving students, by integrating services in a way that sets higher expectations for every student. Unlike RtI², which emphasizes specific interventions for struggling students, MTSS promotes universal supports such as UbD strategies to ensure all students benefit from differentiated instruction and opportunities for success.

MTSS integrates instructional and intervention supports with a focus on long-term systemic change, ensuring sustainability and alignment with State Standards. It challenges school staff to adopt innovative practices across all school settings, promoting collaboration and high expectations for all students. MTSS does not influence special education placement decisions but instead focuses on supporting all students in educational contexts through intentional and holistic design.

MTSS incorporates many of RtI²'s principles, such as high-quality, research-based instruction that values cultural and linguistic relevance. Both frameworks rely on universal screening, diagnostic assessments, and progress monitoring to inform tiered interventions. They also emphasize positive behavioral supports, collaborative problem

[2] California Department of Education. "California SUMS Initiative: Multi-Tiered System of Support." California Department of Education, https://www.cde.ca.gov/ci/cr/ri/. Accessed 24 Jan. 2025.

solving, and data-driven practices to improve student outcomes. MTSS expands upon these shared principles by embedding them into a broader system designed to serve the needs of every student, ensuring equity and inclusivity in education.

This comprehensive approach positions MTSS as a powerful framework for fostering academic, social, and behavioral growth while addressing the diverse needs of students.3

Student Study Team Process

The Student Study Team is a positive schoolwide early intervention process to support students who are not making satisfactory academic, behavioral, and/or social progress. EPCTC sets up an SST, which is comprised of students, teachers, administrators, and other professionals, as appropriate. The SST meets regularly to highlight a student's strengths upon which a plan for improvement can be based. The SST designs a practical support plan that all team members agree to implement. Follow-up meetings will take place to monitor student progress with the interventions in place. The SST may determine to refer a student for special education evaluation or may monitor the students through the SST protocol based on the student's need.

SST Protocol

Step 1. The Charter School personnel (teacher, support staff, administrator) or the student or educational rights holder requests a referral to the SST. This referral includes information regarding specific concerns and prior interventions and accommodations. The student and educational rights holder are contacted and informed of the referral.

Step 2. The team members review and collect information relevant to the student's performance. This information could include information provided in student's cumulative file, educational rights holder/teacher/administrator observations, grade reports, formative assessments, homework, attendance, educational rights holder, and student information regarding the student's academic and health history, teacher reports, results of state academic assessments, and a list of prior interventions.

Step 3. The team establishes a meeting time when all members can participate and be actively involved in the problem-solving process. A translator is provided if needed.

Step 4. The SST meeting representatives summarize strengths, concerns, discuss, and develop an action plan with academic or behavioral interventions. Modified interventions are then documented and monitored for success. The team brings: 1) completed evaluation forms; 2) relevant work samples; 3) list of interventions attempted; 4) and the student's cumulative file.

Step 5. If the plan is unsuccessful, a follow-up meeting is held within 4-6 weeks to discuss alternatives for accommodations and interventions. The SST process may be repeated. If the revised plan remains unsuccessful, the student may qualify for more structured modifications or a Section 504 Plan. An unsuccessful SST process could lead to a

[3] California Department of Education. "California's Multi-Tiered System of Support (MTSS)." *California Department of Education*, 2020, https://www.cde.ca.gov/ci/cr/ri/. Accessed 24 Jan. 2025.

determination or qualification for Special Education.

All throughout the SST process, clear lines of communication are in place between EPCTC administration, staff, students, and special education staff (as appropriate) as the SST process is implemented.

Supporting Academically Low-Achieving Students
EPCTC is designed to respond to and support the needs of students who come to the Charter School achieving below their potential. Our school size, community supports, and educational program allow us to readily identify and target low-achieving students and provide them with the support they may need to succeed. Students and teachers regularly check student progress, and the following process is followed.

Assessment
All EPCTC students participate in and benefit from an academically rigorous and standards-based curriculum. Academically low-achieving students are identified by meeting any of the following criteria performs at least two (2) grades below grade level, does not meet standards on state testing, answers sixty percent (60%) or more incorrectly on school benchmarks or multiple measures assessments, and fails to demonstrate a minimum of one year of academic growth in reading, writing, and/or math during each year. Academically low-achieving students are identified by teachers, who notify the students and refer them for interventions.

Interventions
EPCTC takes a systematic approach to closing the achievement gap by allocating multiple resources to academically low-performing students. EPCTC teachers will address the needs of academically low-achieving students in the following manner:

After-School Tutoring
Students who are identified as academically low-achieving in reading or math are strongly encouraged to enroll in after-school tutoring. These sessions are taught by trained tutors who provide students with extra time to complete their regular coursework and receive additional assistance to develop English and math skills. Students receive support with study and time management skills. In addition, academically low-achieving students at the high school level benefit from the opportunity to complete homework assignments in a quiet environment with support as needed from teachers.

Additional Staff Support Time for Students
Classroom teachers are available before and after-school for small groups or individual review sessions. Academically low-achieving students are encouraged to attend these sessions on a weekly basis. In meeting with students, teachers may reteach material, provide additional support for completing assignments, provide additional individualized instruction, and/or offer alternative assessments.

Teaching Learning Communities
During weekly meetings, and during informal daily collaboration time, teachers meet and discuss individual progress of academically low-achieving students. The discussions focus on tracking progress, identifying areas of need, and effective intervention strategies.

Progress Monitoring
EPCTC is also committed to monitoring the progress of academically low-achieving students as part of prevention and interventions. As part of the MTSS, EPCTC will utilize RtI and will monitor the progress of each academically low-achieving student through the following processes:

In the MTSS and RtI² frameworks, Tiers 1, 2, and 3 provide a structured approach to supporting students based on their individual needs, with progress monitoring integral to each tier.

Tier 1 – Universal and Core Instruction: represents high-quality, standards-aligned instruction for all students in the general education setting. This tier includes differentiated teaching, positive behavioral supports, and frequent assessments to ensure that at least 80-90% of students can succeed without additional intervention. Universal screening and regular progress monitoring at this level help identify students who may need additional support. Small group instruction and individualized differentiation are used at this level.

As part of the Tier 1 foundation, all students receive interventions in the classroom. Data mined from benchmarks, DIBELS assessments, MAP Growth assessments, previous year ELPAC and SBAC assessments are used to determine students' strengths and challenges. During core classes, students will receive individualized instruction and activities to strengthen their progress toward standards mastery. The differentiated instruction and work will allow all students to access both the curriculum and core content at various academic levels. A student's specific need may change as interventions are put into place, which is why EPCTC will utilize progress monitoring to adjust the interventions to assure standard mastery. Students will also take part in small group instruction during this time, and work both individually and collaboratively, depending on the assignment or the activity.

Tier 2 – Strategic Intervention: targets students who require additional help beyond Tier 1. These students, typically about 10-15% of the population, receive small-group interventions tailored to their specific needs, such as supplemental instruction in literacy, math, or behavior. At this level, progress monitoring occurs more frequently to evaluate the effectiveness of interventions and adjust strategies as needed.

Through a small group setting, standard and concept specific lessons will be administered. Teachers will be able to observe and assess students, both formally and informally, and differentiate as needed. Strategic intervention allows students to practice and develop skills. On-going benchmark and progress monitoring will be used to adjust interventions. Tier 2 groupings are flexible and can be changed, as necessary. The groupings' fluidity allows for students making progress to assess out of this tier, while

other students can participate if warranted.

Tier 3 – Intensive Intervention: is the most intensive level of support, designed for the 1-5% of students who need individualized, specialized interventions due to significant academic, behavioral, or social challenges. Progress monitoring at this tier is even more frequent and detailed, allowing teachers to closely track individual progress, refine interventions, and determine next steps. Across all tiers, progress monitoring ensures that instruction and interventions are data-driven and responsive, providing every student with the support necessary for success.

Intensive intervention allows students to receive explicit instruction and focus on only one skill until proficient and prepared to move on. Highly flexible grouping will allow teachers to reorganize students, including multiage grouping when appropriate.

Student progress is monitored on an ongoing basis through a combination of teacher observation, checklists, classroom assessments, intervention assessments, and benchmark assessments to determine the effectiveness of interventions. Student progress is communicated to the student and educational rights holder every six (6) weeks. If after the intervention session, the strategies in place are deemed unsuccessful, the intervention will be adjusted for the next six (6) weeks. If the student continues to not make adequate progress they will be referred to the SST process.

Supporting Academically High-Achieving Students

The mission of EPCTC is to ensure all students are bilingual and bicultural students, fully prepared to continue on to higher education and empowered to pursue their goals in a global society. Teachers are prepared to provide additional challenges for academically high-achieving students. Teachers are taught how to extend student learning by doing pre-assessments of concepts/skills previously mastered and students are able to engage in and share the products of accelerated learning activities, such as PowerPoint/Google Sheet presentations, independent projects or projects with peers who have similar interests.

Assessment

The counselor will identify academically high-achieving students by collecting data from existing sources, such as, the cumulative record, CAASPP data, quarterly benchmark results, grades, and interviews with advisors.

EPCTC's counselor will identify academically high-achieving students from varying linguistic, economic, and cultural backgrounds. These students will have the opportunity to participate in dual enrollment courses and other student leadership roles such as president of a club or captain of a team. The administrator and later counselor will be responsible for keeping academically high-achieving students abreast of specialized programs and extracurricular activities.

Throughout the school year, evidence of learning is collected and showcased to share the deeper and broader understanding and application of content.

Enrichment

EPCTC will provide growth and enrichment opportunities for excellence for students who demonstrate an ability to achieve beyond their grade level. The Charter School is committed to providing academically high-achieving students with opportunities to study the curriculum in more depth and to extend their proficiency by utilizing higher order thinking skills. Teachers will use differentiated instructional strategies to provide challenging assignments to academically high-achieving students to further develop their originality, creativity, and uniqueness.

EPCTC encourages academically high-achieving students to become leaders in student government, tutoring younger students, running events such as committee member, fundraisers in support of nonprofit organizations, emceeing events, becoming ambassadors for Charter School tours, or representing EPCTC at community events and functions. Academically high-achieving students may also compete in school contests and competitions, and work with the Principal to form other activities to engage all of their peers in maintaining a strong, positive EPCTC community.

Flexible academic groupings within and out of the classroom, along with the extracurricular enrichment opportunities, are designed and implemented to fully serve academically high-achieving students as well as students working toward academic success. EPCTC teachers provide a qualitatively differentiated curriculum that stresses higher order thinking, concept learning, and cross-curricular study grounded in academic content standards to prepare for CAASPP testing, to promote brain development, and to engage learners at all levels.

Web Projects

Web projects provide students opportunities to independently research topics of their interest that are closely linked to an area of study in which the rest of the class is participating. Teachers will provide guidelines and web resources for such projects. The teacher also gives the student the rubric for the assessment of such projects. All students will have access to a Chromebook to explore and research such projects.

Small Group Research Projects

Teachers can arrange for a group of high-performing, self-directed students to work together exploring a topic. Students assign themselves roles such as report writer, PowerPoint creator, or group facilitator. Each student will specialize in one area of expertise. The teacher will build in class time for these academically high-achieving students to work on their research project when the other students may be practicing skills the small group has already mastered or working independently. The teacher will schedule a time for this group to present the research project to the class and present it to other classes and outside audiences as well. Such activities by students encourage cooperative learning among academically high-achieving students and raises expectations for all students.

Independent Projects
Students may also research a topic based on that student's own inquiry or based on the curriculum in the classroom. Teachers support students with learning to access resources from a variety of sources. The independent project may be completed in the form of a report written by the student, a PowerPoint/Google presentation, a video, or another product showcasing the knowledge gained.

Supporting Socioeconomically Disadvantaged Students
The majority of EPCTC students are socioeconomically disadvantaged students, therefore, the educational program has been specifically designed to ensure that the EPCTC mission is fulfilled. The priorities to serve SED students include providing support to succeed even though they may have socioeconomic challenges and prior lack of access to educational opportunities. The goal is to close the achievement gap. As a community school, EPCTC provides wraparound services. EPCTC offers additional supports to ensure students have access to instruction by providing school uniforms, meals, backpacks, school supplies, and counseling. These services help remove barriers to learning and create a supportive environment for students. Finally, EPCTC's collaboration with community and nonprofit organizations addresses a wide range of needs for students and families. These services include resources which provide access to food, healthcare, housing assistance, legal support for immigration issues, tutoring, and counseling services. EPCTC provides daily meals to students, every day including early release days. All students are provided with a Chromebook and a wi-fi hotspot if needed to close the digital divide. Students are provided with technological support for the equipment. Students may attend the after-school program with is open from 7:30 AM to 6:00 PM for free every day the Charter School is in session and for 30 days during school breaks. Students have opportunities to participate in extracurricular activities like sports, clubs, and organizations that they may not otherwise be able to previously participate in due to lack of transportation, access, and cost. Students attend field trips. EPCTC provides workshops for families on important issues related to parenting and education. Funds are allocated to ensure all students have access to all opportunities.

Supporting the Social Emotional Needs of Students
In addition to a powerful commitment to SEL and the work that the Student Support Services department has been doing to support the social emotional needs of students, EPCTC is dedicated to building a community of learners who respect one another and take responsibility for a path toward their future college or career ambitions. In order to support each student's path, EPCTC implements positive reinforcement to teach important life skills while allowing students to build community with their peers.

Students will regularly be acknowledged for demonstrating the Charter School's values and making good choices. There are a variety of ways in which students receive positive reinforcement through EPCTC's strong PBIS program.

Supporting Homeless and Foster Youth
EPCTC recognizes the importance of providing homeless and foster youth with a supportive educational environment. In response to their needs, EPCTC will work closely

with Santa Clara County agencies in identifying and monitoring homeless and foster youth who enroll. EPCTC will coordinate with the Department of Family and Children's Services to account for the Charter School's foster population. EPCTC also verifies all students who attended school in California through CALPADS to recognize all students who were homeless or in foster care. EPCTC will seek to develop strong relationships with child welfare agency staff, meeting frequently with personnel at child welfare agencies to discuss aligned goals and strategies for serving foster youth. EPCTC cultivates a respectful school culture, in which foster youth can feel secure in approaching adults on campus regarding difficulties in accessing resources, or for general counseling and guidance. Foster youth with specific needs that cannot be met on campus will be referred to local partner resources that are gratis to the student whenever possible. Additionally, these youths will have full access to all programs offered by EPCTC.

EPCTC follows the identification, enrollment, and continued support procedures as outlined by the McKinney-Vento Act and detailed in its Homeless and Foster Youth Policy. EPCTC has a Homeless Liaison who provides outreach to families and coordinates services between the family and other agencies. EPCTC includes a Student Residency Questionnaire at enrollment to determine eligibility for families under the McKinney-Vento Homeless Assistance Act. The Charter School is committed to providing a high-quality education with all supports necessary to ensure that HY have the opportunity to succeed. In order to help HY, the Homeless Liaison will assist in procuring referrals to health, dental, mental health, substance abuse services, housing services, and any other appropriate services. The Homeless Liaison will assist the student themselves to enroll, obtain necessary immunizations or immunization records. The Homeless Liaison will inform the student of educational and related opportunities to assist them in becoming academically successful.

With reservation funds for homeless education, EPCTC provides an individual device, internet access, transportation to and from school (bus passes or gas cards), clothing, shoes, laundry supplies, food, toiletries, school supplies, field trips, social emotional counseling, academic support, a mentor, tutoring, and a backpack with school supplies. EPCTC also provides a quiet space to work for HY. Specifically for high school activities, EPCTC covers fees for caps and gowns and ensures fee waivers to apply for college or university. In order to ensure that the students have access to the entire high school experience, EPCTC also covers the cost of admission to games, formal ball, and field trips.

Supporting English Learners

To address the significant academic needs of EL students, all of the major components of EPCTC's instructional program have been carefully designed to promote the academic and social success of ELs. Some of English Learners' needs and challenges include learning academic content and transitioning to a new culture and community. English Learners are a diverse group of students with varying backgrounds, experiences, cultural contexts, academic proficiencies, and levels of English proficiency. The same can be said of newcomers who may enroll at EPCTC (English Learners arriving in the U.S. as defined in Section 7011(5) of Title 20 of the United States Codes as "immigrant children and

youth"), who will experience many of the same challenges as other ELs but whose English proficiency is often lower than other ELs.

The Charter School is prepared to meet the needs of ELs, Long-Term English Learners ("LTELs") or ELs at Risk of Becoming Long-Term EL ("AR-LTELs"). EPCTC's bilingual program, SDAIE strategies, integrated and designated ELD instructional strategies, and integration of LTELs in the rigorous classroom environment are all research-based strategies for supporting LTELs. For example, a comprehensive study of LTEL students recommended practices for schools to support ELD and general academic success for LTELs, such as: "clustered placement in rigorous grade-level content classes mixed with English proficient students and taught with differentiated SDAIE strategies."[4]

EPCTC will meet all applicable legal requirements for ELs, including long-term English Learners or ELs at risk of becoming LTELs, as they pertain to annual notification to students, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students.

EPCTC believes that ELs are capable of achieving the highest academic standards in a well-designed program where students learn English without having to sacrifice content or their native language. EPCTC has developed a bilingual program that needs to truly be bilingual where at least two languages are mastered by all students. Cognitively, research shows that students who are proficient in more than one language outperform monolingual students on tasks that call for divergent thinking, pattern recognition, and problem solving. Students are able to continue their development of both languages through grade 12, equipping them with a high level of language proficiency in two or more languages. EPCTC feels that this model is very appropriate for students because the majority are monolingual native Spanish speakers, and the instruction builds upon their language skills. EPCTC recruits, trains and retains bilingual teachers who share the Charter School's philosophy and are dedicated to being successful with ELs who comprise the majority of the neighborhood community.

Identification of English Learners

In order to identify students who are ELs in a timely fashion and to provide appropriate instructional support and services, all students will be required to complete a Home Language Survey upon enrollment at the Charter School, if it is the first California public school in which they enroll. (Education Code Section 52164.1. Students who indicate that their home language is other than English will be assessed using the ELPAC assessment aligned to the California ELD Standards if they have not previously been identified as an English learner by a California public school or if there is no record of prior ELPAC test results. EPCTC also verifies every student new to the Charter School on CALPADS to access relevant EL data to ensure proper placement in designated ELD.

[4] Olson, Laurie. "A Closer Look at Long Term English Learners: A Focus on New Directions," In the STARlight, Issue 7. December 2010.

English Language Proficiency Assessment

All students who are identified as ELs will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment ("SA")

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. For ELs within EPCTC's grade span, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows throughout the school year.

The IA testing window is year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is determined by the CDE. It is expected to be a four-month window after January 1 (for example, February 1–May 31). The English language proficiency of all currently enrolled ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all students of its responsibility for ELPAC testing and of

ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

The English language proficiency of all currently enrolled English learners, including newcomers and LTELs, will be assessed in accordance with the test contractor's directions and Education Code guidelines. Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP. For EL students who have IEPs, EPCTC will ensure that linguistically appropriate IEPs are developed, including the components required by Education Code Section 56345(b).

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Educational rights holder and student opinion and consultation, achieved through notice to students of the language reclassification and placement including a description of the reclassification process and the student's opportunity to participate, and encouragement of the participation of students and educational rights holder in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. This could include SBAC scores, NWEA MAP assessment data, grade in English and other core classes, and other empirical data.

Table A.6: Reclassification Criteria

Escuela Popular Charter Schools Reclassification Criteria

CA Education Code Section 313	Criteria 1 *Assessment of English language proficiency, using an objective assessment instrument, including, but not limited to, the state test of English language development*	Criteria 2 *Teacher evaluation, including, but not limited to, a review of the student's curriculum mastery*		Criteria 3 *Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age*	
9-10	Overall Performance Level of Well Developed (level 4) and Oral and Written Language Performance Levels at least Moderately Developed (level 3) on the Summative ELPAC	The student must earn grades of C or better in all areas and Meets or Exceeds Criteria on Oral Language (TOOL)	The English/language arts teacher must recommend the student for reclassification to fluent based on the student's ability to demonstrate curriculum mastery and English language proficiency	NWEA MAP Reading Assessment	Meets or Exceeds Grade Level Expectations (see NWEA MAP Reading "Instructional Level Expectations for Reading") NWEA Reading Student Achievement Norms
11-12	Same as Above	Same as Above	Same as Above	NWEA MAP Reading Assessment	Meets or Exceeds Grade Level Expectations (see NWEA MAP Reading "Instructional Level Expectations for Reading") NWEA Reading Student Achievement Norms
Special Education	If deemed appropriate by the IEP Team, English Learners may be assessed with the NWEA and Adelante Benchmark as an alternative assessment to the ELPAC to determine English proficiency levels. If the teacher(s) and the IEP team determine that an EL with an IEP would benefit from EL reclassification, but the student's disability prevents	Same as Above	Same as Above	NWEA MAP Reading Assessment	The IEP team will determine eligibility for reclassification using the student's classroom performance information based on his/her IEP goals for ELD and all literacy domains (reading, writing, listening/receptive language, speaking/expressive language. The IEP team will evaluate and determine if a student has met the basic skills in Oral, Reading, Writing, and Listening. The IEP team will consider teacher input, proficiency in Basic Skills, and the
	him/her from meeting the above criteria the IEP team will determine eligibility for reclassification using the student's classroom performance information based on his/her IEP goals for ELD and all literacy domains (reading, writing, listening/receptive language, speaking/expressive language				Alternative Assessment if a student is unable to participate in the ELPAC.

Educational Program for English Language Acquisition

In addition to the major program design features at EPCTC that support students who are English learners, teachers at EPCTC will employ the following specific strategies in their classrooms: (notably, these strategies are beneficial for all students, not just English Learners)

Six Key Strategies for Teachers of English Learners[5]

1. Vocabulary and Language Development
   - Teachers will introduce new concepts by discussing vocabulary words key to that concept.
   - Teachers will build on a student's background knowledge and cultural background.

[5] Adapted from Alliance for Excellent Education. (December 2005). Case study on the New Teacher Center, University of California at Santa Cruz; and Project GLAD (Guided Language Acquisition Design).

- Classrooms will reflect a language-rich environment (i.e., language charts, shared reading and writing experiences, and other writing displayed throughout the room and used daily by students).

2. Guided Interaction (collaborative learning)
   - Teachers will structure lessons so that students work together to understand what they read—by listening, speaking, reading, and writing collaboratively about the academic concepts in the text.
   - Teachers will provide students with opportunities to negotiate meaning from language and text and to work in cooperative pairs or groups to develop problem solving and social skills.
   - Teachers will group students flexibly, at times working in heterogeneous groups and at times not.

3. Metacognition and Authentic Assessment
   - Rather than having students simply memorize information, teachers will model and explicitly teach thinking skills (metacognition) crucial to learning new concepts.
   - Teachers will use a variety of activities to check for student understanding, acknowledging that students learning a second language need a variety of ways to demonstrate their understanding of concepts that are not wholly reliant on advanced language skills.
   - Teachers will "make thinking public," the metacognitive aspect of teachers and students modeling how an answer was arrived at, not merely what the correct answer was.

4. Explicit Instruction
   - Teachers will utilize direct teaching methods to teach concepts, academic language, reading comprehension strategies, text patterns, vocabulary, writing patterns, and decoding skills needed to complete classroom tasks.

5. Meaning-Based Context and Universal Themes
   - Teachers will incorporate meaningful references from the students' everyday lives and use them as springboards to interest them in academic concepts.
   - Teachers will create classroom environments that provide authentic opportunities for the use of academic language.
   - Teachers will provide students with opportunities to activate and focus prior knowledge via inquiry charts, brainstorming, and clustering.

6. Modeling, Graphic Organizers, and Visuals
   - Teachers will regularly utilize a variety of visual aids, graphic organizers (such as Thinking Maps), pictures, diagrams, summaries, and charts to help English learners easily recognize essential information and its relationship to supporting ideas.

Specially Designed Academic Instruction in English

Instruction using SDAIE is grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English learners. The teachers at EPCTC will engage in the following practices to support universal access of subject matter content for all students[6]:

- During lesson planning and preparation, teachers will identify lesson objectives aligned with State Standards.
- Teachers will link new content to students' background experiences and introduce unfamiliar vocabulary to facilitate comprehension.
- Teachers will use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers will provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note-taking.
- Teachers will provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner, and group projects.
- Teachers will provide students with regular opportunities to use new language skills in context.
- Teachers will pace lessons to appropriately allow for the participation and active engagement of all students.
- Teachers will utilize language-based as well as content-based assessments.

Integrated and Designated ELD Instruction

EL Students will receive both Integrated ELD instruction and Designated ELD instruction at EPCTC.

Integrated ELD

At EPCTC, teachers in all core content areas will integrate the ELD components of the core curriculum text and develop language forms and functions while developing core content knowledge. Teachers in ELA will integrate ELD in the ELA Curriculum as described in the CDE's ELA/ELD Framework. In addition, ELs will also receive designated ELD during a dedicated period daily.

Designated ELD

The designated ELD program at EPCTC is designed to build skills in each of the language domains. It engages students in reading, writing, listening, speaking, and language. Lessons emphasize effective, research-based strategies shown to improve overall reading abilities with scaffolds to meet the different levels of English language proficiency. Individual, small group, and whole-class instruction is personalized based on formative assessments.

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[6] Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

Monitoring and Evaluation of EL Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by: Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.

- Monitoring teacher qualifications.
- Monitoring the use of appropriate instructional strategies based on student achievement data.
- Monitoring student identification and placement.
- Monitoring program choice options.
- Monitoring availability of adequate resources.

Monitoring English Learner Progress

The teachers will monitor ELs progress through ELD folders and collect work samples to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage four times a year. Teachers provide quarterly progress reports to students on the growth in English Proficiency. Staff will monitor RFEP students for a minimum of four years. The Principal will maintain a list of students who are identified as ELs with ELPAC, CAASPP, enrollment in public schools in the United States, and reclassification data. EPCTC also maintains data regarding grade progression, benchmark scores, and promotion to next grade with standard mastery.

Each EL has an ELD Folder to track academic progress. EPCTC will maintain ELD information including Home Language Survey, ELPAC results, Reclassification Forms, and Years 1-4 monitoring forms. EPCTC will provide intervention to students who score Standard Not Met or Standard Nearly Met in ELA and math on the CAASPP.

Supporting Students with Disabilities

EPCTC supports all students with disabilities (See Appendix 13 SEIS Report of Students and Services Provided) until their 22nd birthday. As adult students they hold their own educational rights unless they have an educational rights holder. EPCTC will provide designated services to SWD based on their IEP through an onsite staff member who holds the appropriate credential or by a qualified outsourced educational service provider. Students are offered a continuum of services in the least restrictive environment based on that student's progress toward meeting their IEP goals. As a student enters EPCTC, a 30-day IEP is held to define the present levels of functioning and services to be provided. Special attention is given to transition plans as part of the student's IEP. As students transition to middle school, high school and college or career, the EPCTC staff works directly with the student and their family to develop transition plans and goals. Progress toward English language proficiency for SWD and who are also ELs are monitored by the IEP team. The IEP team may determine if reclassification is appropriate for the students following a review of reclassification criteria and the student's progress toward IEP goals. Students with disabilities will receive instruction or monitoring based on that student's IEP goals. EPCTC is committed to providing a continuum of services in the least restrictive environment.

Overview

The Charter School shall comply with all applicable state and federal laws in serving SWD, including, but not limited to, Section 504, the ADA, and the IDEA.

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter ("EDCOE") Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a).

The Charter School has included a letter of good standing from EDCOE (See Appendix 14 EDCOE SELPA Letter of Good Standing). As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and services (e.g., Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors (See Appendix 15 Special Education Service Provider Contracts).

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all SWD (See Appendix 16 Facility Inspection Tool).

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A Section 504 team will be assembled by the Principal or designee and shall include the educational rights holder, the student, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The Section 504 team will review the student's existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate.

If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the Section 504 team, which will evaluate the nature of the student's disability and the

impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The Section 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the student in their primary language along and educational rights holder with the procedural safeguards available to them. If during the evaluation, the Section 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the Section 504 team.

If the student is found by the Section 504 team to have a disability under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the Section 504 Plan, the Section 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All Section 504 team participants, students, educational rights holder, teachers, and any other participants in the student's education, including substitutes and tutors, should have access to a copy of each student's Section 504 Plan. The Principal or designee will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that they review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

The following description regarding how special education and related services shall be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in

the Charter Petition and is not binding on the County. The specific manner in which special education and related services shall be provided and funded shall be set forth in an agreement, delineating the respective responsibilities of the Charter School and the SELPA.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and complaints and maintaining the confidentiality of student records.

The Charter School agrees to promptly respond to all SELPA or County inquiries, to comply with reasonable directives from the SELPA or the County, and to allow the SELPA or the County access to Charter School students, staff, facilities, equipment, and records as required or imposed by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in County or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have,

or may have, such exceptional needs. A student shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain student or educational rights holder consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student; the student's educational rights holder; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of procedural rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services, and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide students with timely reports on their progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials,

classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students
The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the student and educational rights holder, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the student and educational rights holder and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the students, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies
The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination
It is understood and agreed that all students shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

Concerns and Complaints
The Charter School shall adopt policies for responding to student concerns or complaints related to special education services. The Charter School shall receive any concerns raised by students regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the student concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the student files for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Element B: Measurable Student Outcomes

The measurable pupil outcomes identified for use by the charter school "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. - Education Code Section 47605(c)(5)(B)

Outcomes Aligned to State Standards
EPCTC student outcomes are aligned to the State Standards and California content standards, and the State Priorities to provide adult students with a relevant, challenging, and authentic learning experience in education.

Measurable Exit Outcomes of Academic Skills and Non-Academics

Table B.1: Measurable Exit Outcomes

Discipline Outcomes	Evaluation
English Language Arts: Students will have strong reading, writing, listening, speaking, and presentation skills. Students will be able to effectively communicate ideas, opinions, and information orally and in writing. Analytical and critical thinking skills are an integral part of the classroom practice	• NWEA MAP Reading Test • ELPAC • Writing Rubrics • Portfolios • Credit Completion • Oral Presentation Rubrics
Mathematics: Students will develop abilities to reason logically, and learn and apply mathematical concepts in abstract and real-life situations, including those within algebra, geometry, trigonometry, prealgebra, calculus, and other mathematical subjects, which the staff and board deem appropriate.	• NWEA MAP Math Test • Credit Completion
Social Studies: Students will apply and understand civic responsibilities and outside of their communities. Students will have civic, historical, economic, and geographical knowledge of diverse cultures and	• Credit Completion • Debate Rubric • Completion of a Business Plan

peoples throughout the world.	
Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts from various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and earth sciences.	• Credit Completion • Laboratory Rubric • Laboratory Journal
World Language: Students will gain proficiency in speaking, reading, writing, and listening comprehension in at least more than one language. Students will understand key aspects of the culture, both past and present, of the target language.	• Credit Completion • Oral Presentation Rubrics • Portfolios
Art: Students will be able to analyze art elements and principles of design. Students will prepare a portfolio of original two-and three-dimensional works of art that reflects refined craftsmanship and technical skills.	• Credit Completion • Art Portfolio
Physical Education: Students will Demonstrate competency in two or more skills in health-related fitness activities such as running, stretching, and walking. Students will Understand and apply nutrition to support a healthy lifestyle.	• Credit Completion • Physical Fitness Test (PFT)
English Language Development: Students will be able to Have collaborative discussions on social and academic topics. Students will be able to speak, listen, read, and write literary and informational texts to determine how meaning is conveyed explicitly and implicitly through language.	• Credit Completion • ELPAC • NWEA MAP Reading Test • Oral Presentation Rubrics • Journals
Life-Long Learning Skills: Students will be able to utilize study skills, self-management and effective work habits, Students will be able to plan, initiate, and complete a project in an academic environment and in the community.	• Attendance rate • Credit Completion • GPA

Social/Interpersonal Skills: Students will demonstrate competency conflict resolution and cooperative learning.	• Attendance • GPA • Credit Completion • Participation in school activities' • Behavioral Referrals
College and Career Skills: Students will demonstrate skills to assist them in today's workforce and society such as, perform basic health procedures, develop a resume, perform in job interview, use a variety of soft and hardware, apply and attend college.	• Completion of Health • Education • Job Readiness Portfolio • Alumni Tracking • Google Classroom Tracking

Concise List of Specific Exit Outcomes & Skills

Table B.2: Specific Exit Outcomes and Skills

Discipline	Exit Outcomes and Skills
English Language Arts	• Write a descriptive, argumentative essay on controversial issue, explanatory, response to literature, narrative, reflective, personal statement, formal academic summary essays
	• Oral presentations on a biographical narrative, controversial issue to persuade, dramatic monologue on ethnicity and gender, recite a poem, and on an analysis of a media advertisement
	• Analyze and respond to selected poems
	• Debate on a controversial issue
	• Read, synthesize, and respond to adopted full-length novels
Science	• Asking questions and defining problems • Developing and using models • Planning and carrying out investigations • Analyzing and interoperating data • Using mathematics and computational thinking • Constructing explanations and designing solutions • Engaging in argument from evidence • Obtaining, evaluation, and communicating information

	• Applying the scientific method
Mathematics	• Perform basic arithmetic functions (i.e., balance a budget) • Perform basics of algebra and integrated mathematics • Use variables in expressions and equations • Graph linear equations • Understand systems of equations and inequalities • Solve word problems related to quadratic and linear equations (algebraically, and graphically), and solve linear and quadratic systems • Determine and apply transformations in graphs • Identify parts of a graph • Solve word problems related to angles in reference to trigonometric • functions: sine, cosine, tangent • Performance-based tasks aligned to the SBAC
Social Studies	• Compare and contrast important periods in history • Engage in current-event and multimedia projects to explore issues • Write an evidence-based opinion piece • Discuss, analyze, and construct writings on contemporary local, national, and international issues • Engage in simulations of governmental processes to address real-world problems • Analyze the outcomes of incentives and investigate the distributive effects of government policy • Evaluate the impact of government in land purchases • Collect data, evaluate data sources, and use data to analyze patterns • Defend/argue against agreements/disputes between US and other countries
World Language	• Write descriptive and personal essays • Compare and contrast a variety of texts • Analyze short stories and sources • Learn academic sentence structures, grammar, and writing in Spanish

	• Prepare and role play an interview • Prepare, organize, and present a debate • Understand the History of Mexico's Conquest • Create an advertisement for print or broadcast • Write and present a dramatization
Art	• Learn a variety of art and drawing forms (oil, canvas, charcoal, etc.) • Understanding shading, depth, perception • Understanding the impact of different art periods in history • Understand and apply lines, curves, and symmetry
Physical Education	• Demonstrate competency in a variety of motor skills and movement • patterns a variety of net, wall, target, and outdoor pursuit games • Demonstrate competency in a variety of sports: basketball, volleyball, badminton, soccer, hockey, • Demonstrate competency in two or more skills in health-related fitness activities such as running, stretching, and walking. • Understand and apply nutrition to support a healthy lifestyle
English Language Development	• Have collaborative discussions on social and academic topics • Listen actively to spoken English • Read literary and informational texts to determine how meaning is • conveyed explicitly and implicitly through language • Analyze how writers and speakers use language and vocabulary • Express information and ideas in formal oral presentations • Write literary and informational texts to present, describe, and explain • ideas, using technology • Justify own arguments and evaluate others' arguments in oral and written form • Select and apply a variety of vocabulary to convey ideas

Mission and Vision Align to Assessments
These student outcomes align to the Charter School's mission, curriculum, and assessments. EPCTC will annually review these student outcomes based upon the data received through student assessments and will continue to develop further student outcomes and/or benchmarks for student progress during the Charter school's operation.

Local Control and Accountability Plan
In accordance with, and using the procedures prescribed by, Education Code Section 47606.5, EPCTC shall comply with all applicable requirements of the LCAP including any applicable regulations promulgated, and the template adopted by the State Board of Education (See Appendix 17 Local Control and Accountability Plan). The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. EPCTC shall submit the LCAP to the Santa Clara County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP, including goals and actions listed below, shall not be considered a material revision to the charter, and shall be maintained by EPCTC at the school site.

"A-G" Requirements
EPCTC students have the opportunity to take courses that meet the A-G requirements. EPCTC has been approved for six courses by the University of California/California State University as creditable toward the a-g admission requirement.

These student outcomes align to the Charter School's mission, curriculum, and assessments. The Charter School will annually review these student outcomes based upon the data received through student assessments and will continue to develop further student outcomes and benchmarks for student progress during the Charter School's operation.

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), EPCTC has below established reasonably comprehensive descriptions of goals, actions, and outcomes, both schoolwide and for each subgroup of students, which address and align with the State Priorities identified in Education Code Section 52060(d).

Charter School Goals, Actions, And Measurable Outcomes
The following strategic goals represent a five-year charter renewal term (2026-31). They are informed by EPCTC's current baseline performance as detailed in the Student Outcomes Reflection. The goals expand upon existing initiatives and strategies addressing identified performance gaps. The following goals, actions, and metrics have been developed to ensure alignment with some of the Eight California State Priorities and to address the needs of historically underserved student populations. These priorities are:

- Priority 1 – Basic Services/Conditions of Learning (rate of teacher misassignment, student access to standards-aligned instructional materials, facilities in good repair),
- Priority 2 – State Standards/Conditions of Learning (implementation of academic content and performance standards adopted by the state board for all students, including ELs),
- Priority 3 – Parental Involvement/Engagement (seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups),
- Priority 4 – Pupil Achievement/Public Outcomes (academic performance, EL progress, college readiness),
- Priority 5 – Pupil Engagement (school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates),
- Priority 6 – School Climate/Engagement (suspension rates, expulsion rates, other local measures including surveys of pupils and teachers on the sense of safety and school connectedness),
- Priority 7 – Course Access/Conditions of Learning (Pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220), and,
- Priority 8 – Other Pupil Outcomes (Pupil outcomes in the subject areas described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Education Code Section 51220).

The goals and actions intentionally focus on supporting EPCTC's significant student subgroups from the subgroups identified by the Dashboard.

Significant Subgroups at EPCTC:

- English Learners (including ADELs)
- Socioeconomically Disadvantaged students
- Homeless Students
- Hispanic/Latino

School-Wide Student Performance Goals

EPCTC aims to meet the following schoolwide performance goals that are aligned to the LCAP. The performance goal targets are reviewed annually and updated as needed, allowing for these targets to be modified over time.

Table B.3: EPCTC Goals for the 2026-31 Charter Term

EPCTC Goals for the 2026-31 Charter Term Based on State Priorities			
GOAL #1 – Graduation Rates			
By June 2031, all students and each significant subgroup will average a 70% graduation rate, as reported in the DASS 1-Year Graduation Rate metric, by increasing academic counseling, offering individualized graduation plans, and expanding credit recovery opportunities.			Related State Priorities: 5, 8
Rationale			
Improving graduation outcomes ensures that adult learners meet their academic and personal goals, demonstrating program effectiveness and alignment with state DASS accountability priorities. Individualized supports and flexible learning options are critical for adult students balancing education with employment and family responsibilities.			
Specific Annual Actions to Achieve Goal			
1. Review each student's graduation status quarterly and adjust individual learning plans. 2. Expand access to evening and online credit recovery courses. 3. Implement academic counseling and case management to monitor credit progress and barriers. 4. Provide targeted tutoring and workshops for students close to completion.			
Expected Annual Measurable Outcomes			
Outcome: By June 2031, all students and each significant subgroup will average a 70% graduation rate, as reported in the DASS 1-Year Graduation Rate metric. **Metric/Method for Measuring:** • DASS 1-Year Graduation Rate as reported in CALPADS and Dashboard data.			
Applicable Student Groups ** Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	74.3%	75%	80%
English Learners*	**	**	**
Socioeconomically Disadvantaged Students*	74.2%	75%	80%
Homeless Students*	**	**	**
Latino Students*	74.3%	75%	80%
GOAL #2 – Teacher Credentials			
Each academic year, 100% of teachers assigned to classes will hold proper authorization from the County or CTC, verified through TCC, PIP, STP, Intern, Preliminary CLEAR, or Professional CLEAR credentials.			Related State Priorities: 1
Rationale			
Fully credentialed teachers ensure compliance with state requirements and maintain instructional quality aligned with state standards. Proper credentialing directly supports equitable access to qualified educators for all students.			

Specific Annual Actions to Achieve Goal

1. Conduct biannual credential audits to ensure compliance.
2. Provide administrative support for renewal or credential advancement.
3. Collaborate with human resources to verify all assignments before the school year begins.

Expected Annual Measurable Outcomes

Outcome: Each academic year, 100% of teachers assigned to classes will hold proper authorization from the County or CTC, verified through TCC, PIP, STP, Intern, Preliminary CLEAR, or Professional CLEAR credentials.
Metric/Method for Measuring:

- Teacher credential audit reports and assignment verification logs.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Teachers (Schoolwide)	100%	100%	100%

GOAL #3 – Reading Benchmark

By June 2031, at least an average of 60% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Reading.	Related State Priorities: 4, 8

Rationale

Literacy growth directly impacts college and career readiness for adult learners. Strengthening reading, writing, and communication skills enhances students' confidence and employability.

Specific Annual Actions to Achieve Goal

1. Conduct MAP ELA assessments three times per year.
2. Provide targeted ELA workshops emphasizing reading comprehension and writing fluency.
3. Offer individualized learning plans through adaptive ELA programs.
4. Engage students in writing portfolios and peer feedback sessions.

Expected Annual Measurable Outcomes

Outcome: Each year, at least an average of 60% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Reading.
Metric/Method for Measuring:

- NWEA MAP Growth Reading reports and progress monitoring data.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	51%	58%	60%
English Learners*	50%	57%	60%
Socioeconomically Disadvantaged Students*	51%	58%	60%

Homeless Students*	51%	58%	60%
Latino Students*	51%	58%	60%

GOAL #4 – Math Benchmark

By June 2031, at least an average of 45% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Mathematics.	Related State Priorities: 4, 8

Rationale

Measuring growth rather than proficiency reflects progress for students entering below grade level, particularly in DASS schools serving adult learners. Improving math growth supports numeracy, financial literacy, and readiness for postsecondary pathways.

Specific Annual Actions to Achieve Goal

1. Administer NWEA MAP assessments three times annually.
2. Provide small group math interventions and skill workshops.
3. Incorporate adaptive software for personalized learning plans.
4. Monitor progress monthly through data meetings.

Expected Annual Measurable Outcomes

Outcome: Each year, at least an average of 45% of all students and each significant subgroup will meet or exceed their individual NWEA MAP Growth targets in Mathematics.

Metric/Method for Measuring:

- NWEA MAP Growth Math reports and student progress monitoring dashboards.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	30%	43%	45%
English Learners*	29%	45%	45%
Socioeconomically Disadvantaged Students*	30%	43%	45%
Homeless Students*	21%	45%	45%
Latino Students*	30%	43%	45%

GOAL #5 – College Going Rate

By June 2031, at least an average a 40% of all students and each significant subgroup will attend college.	Related State Priorities: 4, 8

Rationale

Preparation for college and career strengthens the transition outcomes for adult learners, ensuring alignment with workforce development goals and lifelong learning pathways.

Specific Annual Actions to Achieve Goal

1. Offer career exploration workshops and resume writing sessions.
2. Develop partnerships with local community colleges and training programs.
3. Integrate financial literacy, digital skills, and job readiness modules.
4. Track progress on credit completion.

Expected Annual Measurable Outcomes

Outcome: Each academic year, an average of 40% of all students and each significant subgroup will attend college.
Metric/Method for Measuring:
- DataQuest College Going Rate

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	40.6%	40%	40%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	39.3	40%	40%
Homeless Students*	*	*	*
Latino Students*	40.6	40%	40%

GOAL #6 – Student Retention

By June 2026, at least 40% of all students and each significant subgroup will remain enrolled for 30 days or more..	Related State Priorities: 5

Rationale

Retention reflects student satisfaction and engagement. Sustained enrollment allows sufficient instructional time to impact academic growth and goal completion.

Specific Annual Actions to Achieve Goal

1. Conduct new-student orientation to establish academic goals and support networks.
2. Implement early alert systems to identify and re-engage at-risk students.
3. Provide counseling and attendance incentives for consistent participation.

Expected Annual Measurable Outcomes

Outcome: Each year, at least 40% of all students and each significant subgroup will remain enrolled for 30 days or more.
Metric/Method for Measuring:
- Student Information System (SIS) enrollment data and attendance logs.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	38.47%	36.22%	40%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*

Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #7 – Attendance Rate

By June 2031, the average attendance rate will reach 81% for all students and each significant subgroup.	Related State Priorities: 5

Rationale

Consistent attendance is foundational for academic progress. Adult learners often face attendance barriers; therefore, flexible schedules and proactive outreach are key to maintaining engagement.

Specific Annual Actions to Achieve Goal

1. Track attendance daily with follow-up calls for absences.
2. Establish attendance contracts and SART meetings when needed.
3. Offer flexible scheduling and attendance incentives.

Expected Annual Measurable Outcomes

Outcome: Each year, the average attendance rate will reach 81% for all students and each significant subgroup.
Metric/Method for Measuring:

- Average annual attendance rate calculated through SIS attendance reports.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	81.91%	81.72%	81%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #8 – Student Survey Participation

By June 2031, at least 60% of all enrolled students and each significant subgroup will participate in the annual student satisfaction survey..	Related State Priorities: 5, 6

Rationale

Student feedback informs school improvement planning and ensures that programs meet learner needs, particularly in adult education settings focused on personalized pathways.

Specific Annual Actions to Achieve Goal

1. Administer an online or paper survey each spring.
2. Provide incentives for completion and ensure survey access in multiple languages.

3. Analyze data annually and report findings to staff and governance.

Expected Annual Measurable Outcomes

Outcome: Each year, at least 60% of all enrolled students and each significant subgroup will participate in the annual student satisfaction survey.
Metric/Method for Measuring:
- Survey participation count and completion rate from survey analytics.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	56%	60%	60%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

GOAL #9 – Credit Completion

By June 2031, all students and each significant subgroup will complete an average of 75% of credits attempted annually.	Related State Priorities: 4, 5, 8

Rationale

Credit completion is a direct indicator of student persistence and instructional effectiveness. Increasing completion rates accelerates progress toward graduation and improves accountability outcomes.

Specific Annual Actions to Achieve Goal

1. Monitor credit accumulation quarterly and identify gaps.
2. Provide individualized pacing plans and tutoring.
3. Implement teacher feedback cycles to support timely assignment completion.

Expected Annual Measurable Outcomes

Outcome: Each year, all students and each significant subgroup will complete an average of 75% of credits attempted.
Metric/Method for Measuring:
- Credit attempted versus earned reports in SIS and transcript audits.

Applicable Student Groups * *Indicates statistically insignificant group*	Baseline 2023-24	Year 1 2024-25	Year 5 2030-31
All Students (Schoolwide)	80.07%	76.23%	75%
English Learners*	*	*	*
Socioeconomically Disadvantaged Students*	*	*	*
Homeless Students*	*	*	*
Latino Students*	*	*	*

Acknowledgment That Exit Outcomes and Performance Goals May Need Modifications

EPCTC will annually review these pupil outcomes based upon the data received through student assessments and will continue to develop further pupil outcomes and/or benchmarks for pupil progress during the school's operation.

High School Graduation Requirements
EPCTC works hard to ensure that every student who remains continuously enrolled in the Charter School for four years of high school can graduate from high school and be prepared for college and career. High school courses are approved to meet the A-G requirements recommended by the UC/CSU. (See Appendix 18 for the Course Sequence and A-G Approved Courses.)

Table B.4: Graduation Requirements

Escuela Popular/Center for Training and Careers, Family Learning Center Graduation Requirements			
UC Subject Requirement	**Subject**	**Requirements**	**Credits**
A	Social Science	Students must pass three courses of Social Science: one course of World History, one course of United States History, one semester course of American Government, and one semester course of Economics	30
B	English	Students must pass three courses of English, focusing on reading classic and modern literature, writing, listening, and speaking	40
C	Mathematics	Students must pass two courses of Math: Integrated topics of algebra, geometry, statistics	20
D	Science	Students must pass two courses of Science: Integrated topics of physical sciences (i.e., chemistry and physics) and life sciences (i.e., biology)	20

E/F	Foreign Language/ Visual & Performing Arts	Students must pass one course in either Foreign Language (other than English) or Visual and Performing Arts	10
	Physical Education	Students must pass one course of Physical Education	10
G	Electives	Students must pass elective courses, may include one semester course of Ethnic Studies (2025-26) and one semester course of Financial Literacy (2027-28)	60
	Total Credits Required for Graduation		**190**

Element C: Student Progress Measurement

The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. - Education Code Section 47605(c)(5)(C)

The Charter School will incorporate a variety of assessments to measure student progress. Measurable outcomes and assessment tools provide key data about the efficacy of the program, which in turn helps the administration and Board make key decisions about program development and modifications, while also monitoring individual, subgroup, and schoolwide student achievement. The assessments align to the Charter School mission, curriculum, and exit outcomes listed in the LCAP and in Element B of this charter.

Mandated State Assessments

As is required by state law, the Charter School shall meet all statewide standards and conduct the state pupil assessments required pursuant to Education Code Section 60605, including the CAASPP tests and other state-mandated assessments such as the ELPAC and Physical Fitness Test ("PFT"). We firmly believe that the EPCTC academic program fully prepares students for success in these statewide assessment programs. Additional support structures are in place to ensure that students are meeting or making progress toward the State Standards that are measured by the state-mandated assessments. Proficiency for our English Learners, 99.4% of our students, is measured in accordance with the ELPAC, CAASPP test data, teacher observations, and other school-based measures.

Growth Measures: Diagnostic, Formative and Summative Assessments

In order to effectively assess students' academic growth over time, EPCTC utilizes several growth measures, including diagnostic, formative, "authentic" assessments, and ongoing teacher assessments as well as summative assessments. MAP Growth (Reading and Math) are used as diagnostic tools and formative and summative assessments. More formative assessments include quizzes, exit tickets, pre-tests, and post-tests. More summative assessments include the unit tests, exams, projects, presentations, and essays.

Other Assessments

Students are given the annual state-mandated standardized assessments. The Matrix below includes the currently required State assessments for students and internal assessments used at EPCTC. Such assessments, as further described in the LCAP, are aligned with the Eight State Priorities. EPCTC affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element B of this Charter, shall be consistent with the way information is reported on a School Accountability Report Card ("SARC") as required by Education Code Section 47605(b)(5)(C). Throughout the year, the students will take multiple assessments as prescribed in the Assessment Schedule. (See Appendix 19 Assessment Calendar.)

Measuring Academic Progress

In order to provide a personalized educational experience and to understand better when students have achieved specific competencies and are ready to advance, and where they need help, we use MAP Growth. They are fully adaptive assessment tools that produce a measure of student growth and achievement. This information is used to differentiate lesson plans, create focused instructional groupings, as needed, and be a consideration in determining placement. Focused on growth rather than "proficiency," these assessments are administered at the beginning of the year, midyear, and in the spring, providing an opportunity to track growth throughout the year. EPCTC selected MAP Growth because they facilitate in-depth and immediate results that help teachers and students create and monitor customized learning goals for each student. Additionally, MAP Growth track student progress year-over-year and within the school year and expedites teachers' ability to further differentiate instruction to respond to student needs.

The following assessment tools will be used to measure progress toward the student performance goals identified in the petition:

Table C.1: Assessments (Subject to Change)

Assessment	Purpose	Grade	Timeline/ Frequency	Expectation
ELPAC Initial Assessment	The ELPAC IA is used to identify students as either an English Learner, or as fluent in English.	9-12 As prescribed	First 30 days of enrollment	Students are identified as either scoring Initially Fluent or English Learner.

ELPAC Summative Assessment	The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains.	9-12 Every year until Reclassified as Fluent English Proficient	Once a year	The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.
CAASPP - SBAC	State criterion-based assessment in ELA and Math	11	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
EAP	Embedded in CAASPP	11	Spring/Once a year	The exam covers High School standards and California State University placement standards.

CAST	State criterion-based assessment in Science	10	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
CAA	State alternative assessment in ELA, Math, and Science for qualified students	11 for qualified students	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
Internally created test and performance tasks (presentations, papers, projects)	Measure standards mastery across all courses/subjects	9-12	Daily/ Weekly	Students show mastery and proficiency in content knowledge.
Curriculum Based Assessments	Assess mastery of unit/lesson content	9-12	End of unit/end of semester/ end of year	Students show mastery and proficiency in content knowledge.

Curriculum Based Benchmarks	Determine progress toward Standard Mastery in grade level core curriculum	9-12	End of unit/end of semester/ end of year	Students demonstrate progress toward Standards Mastery
NWEA MAP Assessments	Determine progress toward Standard Mastery grade level core curriculum	9-12	Three Times a year	Students demonstrate progress toward Standards Mastery
CSA	Provide students an opportunity to measure their Spanish reading/language arts skills	9-12	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery on the CSA will increase annually as per goals listed in the current year's LCAP.
PFT	State criterion-based assessment in Physical Fitness	9	Spring/Once a year	Students demonstrate levels of health-related fitness
Smarter Balanced Practice Test	Practice the Smarter Balanced Assessment to familiarize the students with the structure of the SBAC Test	11	Spring/Once a year	Students will become familiar with the test format.

Smarter Balanced Interim Assessment Blocks (IABs)	Provide students an opportunity to show standard mastery on smaller targets for instruction	11	Twice per year	The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP.
Smarter Balanced Interim Comprehensive Assessments (ICAs)	Provide students an opportunity to show standard mastery on smaller targets for instruction	11	As assigned by teacher	The number of students scoring as having met or exceeded standard mastery on the SBAC will increase annually as per goals listed in the current year's LCAP.

Alignment to Mission, Exit Outcomes, and Curriculum
These student outcomes align to the Charter School's mission, curriculum and assessments. EPCTC will annually review these student outcomes based upon the data received through student assessments and will continue to develop further student outcomes and/or benchmarks for student progress during the Charter School's operation. Assessment and evaluation are critical factors in demonstrating success and informing future practice, policy development, and professional development. Schools are complex organizations that are not easily measured. The same is true for evaluating student learning and teaching methods.

Consequently, EPCTC believes that collecting both quantitative and qualitative data from multiple sources can inform the progress of the Charter School and keep the Charter school accountable to its educational partners.

Multiple, Valid, and Reliable Measures (Internal & External)
The following are the key assessment tools EPCTC will use to measure student progress:

Teacher Assessments
These assessments evaluate students' performance on specific content standards within the core academic subjects as well as their development of career-centered skills. Teacher assessments are in various forms; rubrics, essays, presentations, quizzes, midterm exams, final projects, group projects, and computer-based learning tests.

Performance Tasks
Students will present evidence of their achievements. The performance tasks may consist of essays, oral presentations, dramatic presentations, video presentations, and models.

Standardized Testing
Students 21 and under are tested using the SBAC, ELPAC, NWEA MAP Reading, NWEA MAP Math, and PFT tests. In addition, students are pre- and post-tested in reading and Math using the Northwest Evaluation Association MAP (Measures of Academic Progress).

Minimal Required Performance Level Necessary to Attain Each Standard
Minimum required performance for students to pass English courses is "C" or higher and for all other courses it is a "D" or higher.

Data Analysis and Reporting of Data
EPCTC uses a proactive approach to data analysis. The Board of Directors and the Charter School leadership will establish strong goals for student achievement and the supports needed for Charter School teachers to analyze student data easily and continuously. The most common type of data will be internally created assessments and curriculum-based assessments. These data will allow teachers to receive summative data quickly so they can immediately adjust instruction to assure student mastery of standards. The use of MAP Growth (Reading and Math) will allow teachers to receive formative data quickly so they can determine the strength of the lesson pacing and student mastery of standards.

After each MAP Growth (Reading and Math) round of assessments, results will be compiled and analyzed by administration and teachers, looking for areas of growth and new or continuing areas of opportunity. Data will be disaggregated by subgroups to determine achievement gaps, if any. The administrators will perform an intensive analysis. Professional Development will take place after collection of results to address the trends identified in the results analysis and to adjust instruction as necessary to meet the new and continuing needs of EPCTC's students. Results will then be shared with students, and summary data will be provided to the Board, to discuss growth, review and adjust goals discussed previously (reporting of student achievement data includes the annual SARC, (See Appendix 20 Student Accountability Report Card) and reflection and analysis as part of the annual LCAP goal setting process. Students' MAP Growth results will also trigger another review of a student's current Charter School performance for either an intervention and/or enrichment.

Personally identifiable and de-identified data will only be shared pursuant to the same FERPA and state law guidelines.

Use of Data

EPCTC understands the power of data collection, analysis, reporting and use of data. The process will begin with the development of the LCAP which includes input from parents/guardians, students, teachers, staff and community, and it is approved by the Board of Directors no later than June 30th for the following school year. In the LCAP are the Charter School goals and actions to address the Eight State Priorities as identified by the educational partners and a review of data. The teachers will review formative and summative data individually, as noted in the professional development calendar, collaboratively to develop the strategies that showed the most positive impact on student achievement. At the beginning of each school year, teachers and administration will meet to discuss topics, data and goals for the school year to include curriculum, assessments, interventions, enrichment, grading, SBAC and ELPAC data, LCAP and more goal setting. At the end of the school year, the teachers will review the progress of all students including significant subgroups, grade levels, core content areas and the Chater School as a whole, and will set goals for the following school year. The LCAP will be published on the Charter School's website.

The Executive Director will present the results of assessments semesterly to the Board of Directors at regularly scheduled Board meetings so that the Board understands the students' progress toward meeting goals. The Executive Director will present the data to the Board aggregated schoolwide, by grade level, by significant subgroups and by core content areas. The Board meetings are open to all educational partners.

Element D: Governance Structure

The governance structure of the charter school including, but not limited to, the process to be followed by the charter school to ensure parental involvement. - Education Code Section 47605(c)(5)(D)

Nonprofit Public Benefit Corporation
EPCTC is a directly funded independent charter school and is operated by Escuela Popular del Pueblo, a California nonprofit public benefit corporation, pursuant to California law and in accordance with this charter.

The Charter School will operate autonomously from the County, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the County and the Charter School. Pursuant to Education Code Section 47604(d), SCCBOE shall not be liable for the debts and obligations of the Charter School, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as SCCBOE has complied with all oversight responsibilities required by law. Escuela Popular del Pueblo shall be liable for any debts and obligations of EPCTC.

Board of Directors
The Charter School is governed by a corporate board of directors ("Board") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. (See Appendix 21 Articles of Incorporation, Bylaws, Conflict of Interest Code.)

The Board of Directors, Escuela Popular del Pueblo, serves as the legal and fiscal governing entity for this Charter School, Escuela Popular/Center for Training and Careers, Family Learning Center, and for Escuela Popular Accelerated Family Learning Center. The Board's major roles and responsibilities include, but are not limited to: adopting all Board policies, approving contracts, approving the Charter School's annual budget, overseeing the Charter School's fiscal affairs, hiring and evaluating the Charter School's Executive Director, and ensuring that the Charter School is fulfilling its mission and that its operations are in compliance with the charter and applicable federal and state laws. The Board shall be ultimately responsible for the operation and activities of Escuela Popular.

The authorized number of directors shall be ten (10), two (2) of whom shall be nominated by Center for Training and Careers/WorkNet (the "CTC Representatives") and elected in accordance with the bylaws. The remaining seven (7) of whom shall be nominated by the Escuela Popular (the "Escuela Popular Representatives") and elected in accordance with the bylaws. The term of office of directors shall be one year. A director may serve consecutive terms.

Corporate officer positions shall be designated by the Board during an annual meeting.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board shall order the inclusion within its

membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Pursuant to Education Code Section 47605(h), the names and relevant qualifications of all persons who serve on the Board of Directors are described herein. (See Appendix 22 for Board Member Biographies.)

Table D.1: Board of Directors at the time of Submission

	Curriculum, Instruction, Assessment, Student Services	*School Administration & Finances*	*Project Management, Strategic Planning*	*Business & Financial Management*	*Facilities, Real Estate*	*Fundraising, Grant Writing, Donor Relations*	*Governance, Law, Compliance*	*Community Outreach, Communications*	*Term*
Dr. Pablo Reguerin- President/Chairperson – CTC Representative	X	X	X	X		X	X		11/30/25-11/30/26
Dr. Bernard Gifford- Vice Chairperson	X	X	X	X	X		X		11/30/25-11/30/26
San Juana Ochoa- Secretary	X	X	X			X	X	X	11/30/25-11/30/26
Dr. Ellen Middaugh- Treasurer	X	X	X			X	X	X	11/30/25-11/30/26
Maria del Rocio Preciado- Member			X			X	X	X	11/30/25-11/30/26
Robert Escobar - Member	X	X	X	X	X		X	X	11/30/25-11/30/26
Dr. Sherry Segura- Member	X	X	X			X	X	X	11/30/25-11/30/26

The Board will comply with all applicable federal, state, and local laws. The Board is governed in its operations and its actions by the corporate bylaws, which are consistent with the terms of this Charter, the Charter Schools Act, and all other applicable laws and delineate membership, voting rights, term, etc. of the members of the Board.

The Board has adopted a Conflict of Interest Code necessary to comply with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, and Corporations Code, including the Nonprofit Integrity Act, conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As required, the Conflict of Interest Code has been submitted for approval to the County Board of Supervisors.

Board Meetings and Duties

The Board of Directors of EPCTC will meet regularly, at least once a quarter and in accordance with the Brown Act and Education Code Section 47604.1(c). The Board of Directors is responsible for the following:

- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff;
- Approve contractual agreements;
- Oversee the implementation of the charter;
- Uphold the mission of the Charter School;
- Approve and monitor the Charter School's facility arrangements and plans;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Approve annual independent fiscal audit;
- Hire, supervise, evaluate, discipline, and dismiss the Executive Director of the Charter School;
- Annual Review and Approval of the LCAP with input from educational partners;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Approve the school calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the County for consideration; and,

The Charter School shall comply with the Brown Act and Education Code Section 47604.1.

The Board may initiate and carry out any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audits, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

a. Be in writing;
b. Specify the entity designated;
c. Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
d. Require an affirmative vote of a majority of Board members.

The Board of Directors are committed to continuous improvement and ongoing training to assist the Board in fulfilling its responsibilities to act as stewards for the Charter School. To this end, the Board seeks appropriate training and educational opportunities to govern the Charter School more effectively. Such training experiences may include training sessions with legal counsel or with charter school governance experts. Board members shall receive training on their responsibilities with topics to include, at minimum, ethics, conflicts of interest, and the Brown Act. The Board will comply with completing mandatory ethics training for Boards every other year pursuant to AB 2158 (2022).

Selection of Board of Directors

A prospective Board member is nominated by a current Board member (nominator) and is contacted by the nominating Board member to assess their interest in serving on the Board. The nominator sends an email with a resume and completed application of the prospective Board member and rationale for their nomination to the Executive Director and the Board Chairperson. The prospective Board member is sent a Board recruitment packet by the Executive Director that includes a job description. The Executive Director then contacts the prospective Board member to schedule a visit to the Charter School. The Board Chairperson calls the prospective Board member to verify their interest in serving on the Board and to discuss their role and duties. The Nominator and the Board Chairperson briefs the full Board on the nomination to determine the next steps (interview or information session). The prospective Board member is invited to the Board meeting for the official vote on their nomination. An officer of the Board and the Executive Director set up an orientation session to brief and familiarize the new Board member about the Board documents, the Charter School, and the current issues facing the Charter School.

Executive Director

The Executive Director will be the leader of the Charter School. The Executive Director will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Executive Director must report directly to the Charter School Board of Directors, and the Executive Director is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The Executive Director shall perform assigned tasks as directed by the Charter School

Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission;
- Ensure teachers and staff are supervised and evaluated;
- Communicate and report to the Charter School Board of Directors;
- Oversee school finances to ensure financial stability;
- Participate in and develop professional development workshops as needed;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Ensure employee hiring, promotion, discipline, and/or dismissal is in alignment with policies;
- Ensure compliance with all applicable state and federal laws and help secure local grants;
- Communicate effectively with all educational partners;
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the County;
- Identify the staffing needs of the Charter School and offer professional development as needed;
- Maintain up-to-date financial records;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Ensure the security of the Charter School building;
- Promote the Charter School in the community and promote positive public relations and interact effectively with the media;
- Encourage and support teacher professional development;
- Attend County administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.;
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues as requested by the County;
- Provide all necessary financial reports as required for proper attendance reporting;
- Develop the SARC and the LCAP;
- Present independent fiscal audit to the Charter School Board of Directors and, after review by the Board of Directors, submit audit to the County Superintendent of Schools, the State Controller, and the California Department of Education;
- Ensure Positive Behavior Interventions and Supports are implemented schoolwide;
- Participate in IEP meetings, as necessary.

The above duties may be delegated or contracted as approved by the Board of Directors to a business administrator of the Charter School, other appropriate employee, or third-party provider.

Student Involvement

EPCTC provides services to adult students who are independent from their parents. While we do not directly involve students in the governance through a board seat unless students petition for a representative, we involve adult students in providing feedback through and priority setting through various means listed below:

- Annual Student Climate Survey
- Local Control and Accountability Plan Stakeholder Engagement

In addition to the formal structures described above, EPCTC works to create a welcoming environment for families. One important way of welcoming families and students is by valuing and celebrating their primary language. All correspondence is sent home in both English and Spanish. All school meetings are conducted in both English and Spanish. Additionally, the vast majority of staff, and all staff who answer the phone or greet students and families, speak Spanish.

EPCTC uses the following strategies to involve students in their learning:

- Bilingual/bicultural staff
- Monthly newsletters to students/families
- Home visits
- Volunteer opportunities
- Student Resource Advocate
- Program Case Manager
- Student and Family Services Specialist
- Community building activities throughout the year
- An open-door policy to meet with academic counselors and administrators

Element E: Employee Qualifications

The qualifications to be met by individuals to be employed by the charter school. - Education Code Section 47605(c)(5)(E)

Overview

EPCTC is committed to attracting, training, and retaining staff who are committed to empowering the community through education. EPCTC maintains high expectations for all staff and expects that staff will commit to the mission and vision of the Charter School.

Equal Employment Opportunity

EPCTC acknowledges and agrees that all persons are entitled to equal employment opportunity. EPCTC shall not discriminate against applicants or employees on the basis of the characteristics listed in Education Code Section 220 or protected by other California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA and Credentialing Requirements

EPCTC shall adhere to all requirements of ESSA that are applicable to teachers and paraprofessional employees in charter schools. EPCTC shall ensure that teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, pursuant to Education Code section 47605(l). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. EPCTC shall maintain current copies of all teacher credentials and make them readily available for inspection.

Employee Qualifications

The staffing needs for EPCTC will be identified by the Executive Director and will be consistent with the Charter School budget. Before any employee can begin service at EPCTC, they must provide evidence of Department of Justice fingerprinting/background screening and tuberculosis risk assessment or examination clearance by a healthcare professional. Administrative staff must verify these documents. The Charter School will maintain a current copy of all employee records, which will be available for audit along with a record of their teaching credentials, fingerprinting/background clearance certificate, professional development hours, and a current tuberculosis risk assessment or examination. EPCTC will comply with all State and Federal laws concerning the maintenance and disclosure of employee records. See Element F of this charter for additional information.

Within the provisions of applicable law, EPCTC reserves the right to recruit, interview and hire anyone at any time who has the best qualifications to fill any of its position vacancies so long as the credentialing requirements are met by teachers. Additionally, EPCTC will ensure the Charter School is a school of choice and that no employee will be required to work at the Charter School.

Job Descriptions and Qualifications

The following job qualifications apply to key personnel. These qualifications may be modified at Escuela Popular's discretion without any need to materially revise the charter as long as any changes are consistent with the law.

EPCTC may also employ or retain non-certificated instructional staff in cases where an individual has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity at the Charter School. Non-certificated instructional staff will not assign grades or approve student work assignments nor supervise students for purposes of calculating instructional minutes and will be limited in their duties to providing support for the educational program in conjunction with instruction provided by certificated teachers.

Job descriptions and qualifications for the following key staff are as follows (See Appendix 23 Organizational Chart):

Executive Director

POSITION SUMMARY:

Reports directly to the Escuela Popular del Pueblo Board of Directors, the Executive Director serves as the highest administrator at Escuela Popular. The Executive Director is cumulatively responsible for all aspects of organizational and financial health, including but not limited to enacting the Charter School's vision/mission; capacity building, organizational sustainability and growth, and developing new programing to meet the evolving needs of the community.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master of Arts degree from an accredited college or university with major course work in Education, Business Management, or Public Administration, or a closely related field. (Highly Preferred)
- Bachelor of Arts degree from an accredited college or university (Required)
- Minimum of ten (10) years of professional experience in the education sector. (Required) ● A valid administrative or teaching California credential from CTC or willing to pursue one. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Principal

POSITION SUMMARY:

Under the supervision of the Executive Director, the Principal provides a vision and leadership to develop, administer and monitor educational programs that optimize the human and material resources, including time and space, available for a successful and safe school program for students, staff, and community; supports Teachers and Instructors to refine their practices, improve instructional quality, and achieve mastery.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required

knowledge, skills, and abilities is qualifying.

- Master's degree from an accredited college or university with major course work in Education, or a closely related field. (Highly Preferred)
- Bachelor's degree from an accredited college or university with major course work in Education, or a closely related field. (Required)
- Minimum of three (3) years of professional teaching, administrative, and/or principal experience. (Required)
- Valid California Teaching Credential from the CTC. (Required)
- Valid California Credential from the CTC preferably in Administrative Services. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Student Services Director

POSITION SUMMARY:

Under the supervision of the Executive Director, the Student Services Director ensures a positive, responsible school climate and an effective school climate improvement process that ensures student success, safety, teaching and learning, collaboration, and connectedness. The Student Services Director is responsible for overseeing the system of student support services in place to foster a successful school experience, increase student retention and completion, ensure a safe learning environment, increase graduation rates, improve academic outcomes, decrease in absenteeism and truancy, and improve post-secondary student success.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's degree from an accredited college or university with major course work in
- Education, Social Work, Psychology, or a closely related field. (Required)
- Valid California Pupil Personnel Services Credential from the CTC. (Preferred)
- Minimum of five (5) years of school-based experience. (Required)
- Bilingual in English and Spanish. (Preferred)

Instructional Leader

POSITION SUMMARY:

Under the supervision of the Principal, the Instructional Leader provides a vision and leadership to develop, administer and monitor educational programs that optimize the human and material resources, including time and space, available for a successful and safe school program for students, staff, and community; support Teachers and Teacher Assistant/Aides to refine their practices, improve instructional qualify, and achieve mastery.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Master's degree from an accredited college or university with major course work in Education, or a closely related field. (Highly Preferred)
- Bachelor's degree from an accredited college or university with major course work in Education, or a closely related field. (Required)
- Minimum of three (3) years of professional teaching, administration, and/or principal experience. (Required)
- Valid California Teaching Credential from the CTC. (Required)
- Valid Administrative Credential from the CTC preferably in Administrative Services. (Highly Preferred)
- Bilingual in English and Spanish. (Required)

Special Education Coordinator

POSITION SUMMARY:

Under the supervision of the Student Services Director, the Special Education Coordinator oversees the special education program by coordinating, implementing, and analyzing the effectiveness of all aspects of special education support and equity throughout the Charter School.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's Degree in Special Education or teaching or related field. (Required)
- Valid California Education Specialist Instruction Credential, certificate, permit, or other document required for the teacher's certificated assignment. (Required)
- Minimum of five (5) years' experience in special education teaching. (Required)
- Bilingual in English and Spanish. (Highly Preferred)
- CPR Certification. (Required)

Educational Specialist

POSITION SUMMARY:

Under the Supervision of the Special Education Coordinator, the Education Specialist plans and provides appropriate learning experiences for students with disabilities in a variety of educational settings. The Education Specialist is responsible for creating a flexible program and learning environment that provides specialized instruction for students with disabilities, such that the students benefit from the general education curriculum to the greatest extent possible when supported with supplemental aids, accommodations, and other needed supports. The Education Specialist provides direct instructional services within the general education classroom, supervises instructional services by paraprofessionals, and provides indirect services to the general education teacher.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's degree from an accredited college or university with major course work

in Special Education, or a closely related field. (Required)
- Valid California Education Specialist Instruction Credential, certificate, permit, or other document required for the teacher's certificated assignment.(Required)
- Minimum of one (1) year of experience teaching special education. (Highly Preferred) ● Bilingual in English and Spanish. (Highly Preferred)

High School Teacher

POSITION SUMMARY:

Under general supervision of the Principal or Instructional Leader, the High School Teacher provides a learning environment that guides and encourages students to develop intellectually and socially to fulfill their academic potential. Develops, plans, implements, assesses, and delivers lessons; evaluates students' progress; maintains proper classroom management and learning environment; maintains accurate records of attendance and grades; assists in curriculum development; supports and supervises cocurricular activities.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- Bachelor's Degree from an accredited college or university. (Required)
- Valid California Teaching Credential, certificate, permit, or other document required for the teacher's certificated assignment. (Required)
- CLAD Authorization required for the teacher's certificated assignment. (Required)
- Minimum of one (1) year of classroom setting teaching students preferably in an urban environment. (Highly Preferred)

Paraprofessional

POSITION SUMMARY:

Under the direction of an assigned supervisor, assist a certificated teacher in reinforcing instruction to individual or small groups of students in a classroom or other learning environment; assist in the preparation of instructional materials and provide routine clerical support. This position helps ensure teachers deliver high-quality lessons by providing essential classroom support and fostering a positive learning environment aligned with Escuela Popular's mission.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent (Required)
- Bachelor's Degree from an accredited college/university or course work toward a Bachelor's Degree. (Highly Preferred)
- Bilingual in English and Spanish. (Highly Preferred)

Support Staff

EPCTC seeks administrative and operational staff who demonstrate experience or

expertise in the issues and tasks required of them. All classified staff possess experience and expertise appropriate for their position.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying.

- High School Diploma or equivalent. (Required)
- Minimum of one (1) year of work or volunteer experience in a job-related field. (Required)
- Bilingual in English and Spanish. (Required)

Recruitment, Selection, Development, and Evaluation

EPCTC is dedicated to recruiting diverse teaching and support staff with subject matter expertise and qualifications to achieve our academic, language, and social emotional goals. EPCTC has extensive experience working with the educational community in the San Jose area. In addition to attracting talented personnel in the immediate San Jose area, EPCTC seeks staff through teacher recruitment fairs, professional publications, newspapers, and the website. We also work with our local colleges such as San Jose State University, San Jose City College, Evergreen Valley College, and Santa Clara University. We also partner with a variety of education-related organizations to encourage the most enthusiastic, qualified, and committed teachers and staff.

The Human Resources Manager has created formal job descriptions for each position, recruits, reviews the requirements for the position, and establishes interviews for candidates. Upon selection, the Human Resources Manager will ensure reference verification. The Executive Director considers the paperwork from the panel and the references and makes the final determination for hiring. The candidate is then offered the position. Employment will begin following verification of employee qualification and background checks described in Element F.

Escuela Popular is committed to continuous professional growth for its staff as previously discussed. All teachers are assigned a mentor and receive periodic feedback from the Principal and Instructional Leader. Staff is provided with professional development opportunities to ensure that they remain abreast of all relevant changes in laws or other operational requirements. All non-instructional staff possess experience and expertise appropriate for their position within the Charter School, as outlined in the Charter School's adopted personnel policies. (See Appendix 24 Employee Handbook.) In addition, new staff are evaluated on their first anniversary with Escuela Popular. Veteran staff are evaluated every two years (See Appendix 25 Evaluation Tool for Staff). To monitor progress and provide constructive feedback, each teacher being evaluated receives at least one formal observation per year, accompanied by ongoing informal observations throughout the year. These observations are intended to support professional growth, foster instructional excellence, and align teaching practices with the Charter School's educational goals. This structured approach to evaluations ensures accountability and promotes a culture of continuous improvement for both leadership and staff.

Element F: Health and Safety Procedures

The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures require all the following:

(i) that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3. - Education Code Section 47605(c)(5)(F)

In order to provide safety for all students and staff, the Charter School shall maintain and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts (See Appendix 26 Proof of Insurance). These procedures will be incorporated into the Charter School's student and Family Handbook and Employee Handbook and are reviewed on an ongoing basis by the Executive Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The following is a summary of the health and safety policies of the Charter School:

Procedures for Background Checks

As required by Education Code Sections 44237 and 45125.1, the Charter School shall require all employees of the Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall also comply with the provisions of AB 2534 (2024) requiring charter schools to inquire about any credible complaints or investigations related to egregious misconduct against applicants for employment. The Charter School shall maintain on file and available for inspection evidence that the Charter School has performed criminal background checks and cleared all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. The Executive Director shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Human Resources Manager will serve as the Custodian of Records per the California Department of Justice requirements. The Executive Director shall monitor the fingerprinting and background clearance of the Human Resource Manager. Volunteers who volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters
All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by school districts. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Immunizations
All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at all public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

Tuberculosis Risk Assessment and Examination
Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) tested for tuberculosis prior to commencing employment and working with students, and for employees at least once every four years thereafter, as required by Education Code Section 49406.

The Charter School shall also require any vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis within the period of 60 days prior to employment/service and every four years, in accordance with Education Code Section 49406. Charter School shall maintain tuberculosis clearance records and certifications on file.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide

prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq*.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and Spanish and any primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Prevention of Human Trafficking
In accordance with Education Code Section 49381, the Charter School shall identify and implement the most appropriate methods of informing students in grades 9 through 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock its restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

The Charter School shall post a notice regarding the requirements of this paragraph in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
In accordance with Education Code Section 35292.5, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use on or before July 1, 2026. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals
In accordance with Education Code Section 49501.5, the Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student with adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 9-12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with students.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to complying with the requirements of Education Code Section 49475 regarding concussions/head injuries, and providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

School Safety Plan
The Charter School shall adopt a School Safety Plan (See Appendix 27 School Safety Plan), to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. Child abuse reporting procedures
b. Routine and emergency disaster procedures
c. Policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. A discrimination and harassment policy consistent with Education Code Section 200

f. Provisions of any school-wide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. Procedures for safe ingress and egress of pupils, parents/guardians, and employees to and from the Charter School
h. A safe and orderly environment conducive to learning
i. The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6.
j. Procedures for conducting tactical responses to criminal incidents
k. If the comprehensive school safety plan includes procedures to prepare for active shooters or other armed assailants by conducting a drill, procedures that comply with Section 32282(a)(2)(K)(i)-(iv)
l. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
m. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite
o. A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training on emergency response, including appropriate "first responder" training or its equivalent, and first aid response (e.g., EpiPen usage, defibrillator).

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bloodborne Pathogens
The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug, Alcohol, and Smoke-Free Environment.
The Charter School shall function as a drug, alcohol, and smoke -free environment.

Facility Safety
The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if at District facilities).

The Charter School will maintain on file readily accessible records documenting such compliance. The Executive Director or designee will conduct annual reviews to ensure all auxiliary services are safe (food services, transportation, custodial services, or hazardous materials) by developing appropriate policies and awareness training.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures
The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the

school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the school site and in public areas at the school site that are accessible to, and commonly frequented by pupils.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
In accordance with Education Code Section 49392, at the beginning of the first semester of each school year, the Charter School shall distribute a notice to each student addressing California's gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Transportation Services
The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Supporting LGBTQ Students
Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one (1) hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's/guardian's ability to request school records on behalf of their child.

Extreme Weather Policy
In accordance with Education Code Section 33355, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporates the standardized guidelines developed by CDE on or before July 1, 2026.

Element G: Student Population Balance

The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. - Education Code Section 47605(c)(5)(G)

To create a school community that reflects the diversity of the general population residing within the District, EPCTC strives to recruit students from a range of racial, ethnic, ability, linguistic, and socioeconomic backgrounds. EPCTC will bring a sense of validation and encouragement to families from diverse and multicultural backgrounds seeking a unique educational experience. This mindset assists us in our overall recruiting efforts. EPCTC is committed to designing measurable approaches to underscore our dedication in establishing a diverse student body. The Charter School will maintain an accurate accounting of the racial and ethnic balance, special education students, and English Learner students, including redesignated fluent English Learner students enrolled in the Charter School and will use this information to determine where additional outreach efforts are needed. In order to recruit students who are English Learners, all materials will be developed in English and Spanish as well as other languages as the need arises. In order to recruit students who are historically underserved, recruitment activities will focus on groups and gatherings. EPCTC is committed to being racially, ethnically, linguistically (including English Learners), ability, and socioeconomically diverse.

The Charter School will engage in the following outreach activities:

1. **Marketing Materials**: Design flyers and distribute informational materials to appeal to various racial, ethnic, ability, linguistic, and socioeconomic groups within the District. Flyers will be distributed at local markets, coffee shops, libraries, churches, preschools, and businesses. Materials are developed in English and Spanish. Other languages will be added as the need arises.
2. **Host Community Events**: The Charter School hosts several community events each year in preparation for open enrollment. Information Outreach events are scheduled quarterly at Orientation and monthly at Cafecitos (coffees). Events include Orientation, Family Conferences, Jaguar Concert, and Fall Festival. Outreach activities have included visiting San Jose YEAH Annual Summit, LiUNA Laborers Local 270, and Head Start Preschools.
3. **Advertising**: The Charter School updates its website regularly. The Charter School will issue press releases, advertise in newspaper publications, and radio stations as funding allows. The Charter School will also advertise in local publications specific to the target community.
4. **Attend and Establish Presence at Community Events**: The Charter School will make significant efforts to establish visibility in the community. The Charter School team attends community events and parks. The Charter School also sets up

information tables/booths in high traffic and high visibility areas during well–attended local and regional community events.

5. **Establish Partnerships with Community Organizations**: The Charter School has extensive partnerships within the local and regional communities including but not limited to: Kaiser Permanente, Planned Parenthood, Gardner, San Jose Police Department, School Linking Services, Truancy Court (Social Workers and Attorney), Youth Community Service, San Jose Bridge Communities, California State University at San Jose, Santa Clara County Office of Education, Santa Clara County Behavioral Health, Amigos de Guadalupe, Next Door Solutions to Domestic Violence, and local attorneys.

6. **Website and Online Advertising**: The Charter School has designed a website for interested students, families, and community members to visit to learn more about the Charter School.

The Charter School will continue to engage in ongoing recruitment and outreach efforts as described above with the continued development of marketing materials, advertising, online and social media presence, hosting and attendance of community events, and continued efforts to establish community partnerships. The Charter School budget includes financial resources allocated to outreach efforts.

Element H: Admission Policies and Procedures

Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e).- Education Code Section 47605(c)(5)(H)

EPCTC actively recruits a diverse student population from the District and surrounding areas. Admission to the Charter school is open to any resident of the State of California. Prospective students are briefed regarding the Charter school's instructional and operational philosophy and are informed of the Charter school's student-related policies. The Charter school has established an annual recruiting and admissions cycle, which shall include reasonable time for all of the following: (1) outreach and marketing, (2) orientation sessions for students, (3) an admission application period, (4) an admission lottery if necessary, and (5) enrollment. The school may fill vacancies or openings that become available after this process using either a waiting list or any other nondiscriminatory process.

EPCTC shall admit all students who wish to attend the Charter School and participates in a rolling admission process to better serve students who are historically transient. There will not be a test or assessment administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of a student within the State, except as otherwise required by law. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not charge tuition or discriminate against any student based upon the characteristics listed in Section 220.

The Charter School shall not request or require submission of a student's IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admission or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics

described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to students.

The Charter School shall require students who wish to attend the Charter School to complete an application (intent to enroll form) (See Appendix 28 Intent to Enroll Form).

The Charter School admits students a rolling admission process to better serve students who are historically transient, and thus, has not had to participate in a public random drawing (or "lottery"). However, in the event that the number of students seeking admission to any grade or class exceeds capacity, admission shall be determined by a lottery, with the exception of existing students of the Charter School, who are guaranteed admission in the following school year. A lottery will take place on the EPCTC campus in a room large enough to allow all interested parties to observe the drawing, or at another public venue near the Charter School large enough to accommodate all interested parties. The lottery will take place on a weekday evening or any other time when the most interested parties who wish to attend may do so. All interested parties will know, prior to the holding of the lottery, how many openings are available at the Charter School and for each grade served by the Charter School.

Admission preferences will be extended to potential students in the following order:

1. Sibling(s) students admitted to or attending the Charter School
2. Students who are currently enrolled in or who reside in the elementary school attendance area of the local public elementary school where the Charter School is located (for purposes of the SB 740 Charter School Facility Grant Program)
3. Students residing within the District's boundaries
4. All other students

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

Public Random Drawing

Public notice for the date and time of the lottery, rules, and deadlines will be posted at the Charter School and on the Charter School's website at least two weeks prior to the lottery date. The notice includes an explanation that students do not need to be present at the lottery but may attend if they choose to do so. The lottery is open to the public.

At the lottery, names shall be drawn from lottery differentiated by grade level. Beginning with the lowest grade, the names shall be drawn by an adult citizen of good standing, not otherwise employed by the Charter School, confirming the results of the lottery. The drawing shall continue until all names for that grade level are drawn. Those individuals whose names are drawn after all spaces have been filled will be placed on the waiting list in the order drawn, except if the preferences described above require otherwise.

An adult citizen of good standing, not otherwise employed by the Charter School, will testify in writing that they personally witnessed each lottery pursuant to the above, and that each was random, public, and conducted as described.

Students not admitted because of space limitations will be placed on a wait list. As space becomes available during a school year, the Charter School will call the applicant with the highest rank on the applicable waiting list.

Students promoted off of the waiting list shall be informed in writing and shall have five (5) days from the date of contact to respond. In addition, the Charter School shall attempt on at least two separate occasions to contact the students promoted off of the waiting list by telephone. The Charter School admits students at any time during the school year on a rolling admission basis in order to better serve the relatively transient local population.

The waitlist for the current school year remains active until the end of the school year. No waitlist shall be carried over from one school year to the next school year. Applicants must reapply for the lottery annually if the Charter School is unable to offer them admission for the current year.

Intent to Enroll forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents will be physically filed on the Charter School campus, and lottery results and waitlists will be readily available in the Charter School's office for inspection upon request. Each applicant's admission application will be kept on file for the academic year with their assigned lottery number in the Charter School database and on their admission application.

Enrollment Process

Students will be notified by EPCTC staff of their acceptance to the Charter School via telephone and/or email within five (5) days of an open space or following the lottery. Students who are offered spots will be asked to complete an Enrollment Packet within ten (10) days of receipt of notification of their spot in order to secure their space. Charter School staff will be available to assist students with language, literacy, or physical disabilities to complete this paperwork, if needed. Upon enrolling in EPCTC, each student will be invited to attend an optional school orientation meeting or individual meetings with the Director of Student Support. This meeting is not a condition for enrollment.

After admission, students will be required to submit an enrollment packet, which shall include the following:

- Student Enrollment Form (See Appendix 29 Enrollment Form)
- Proof of Immunizations
- Report of Health Exam for School Entry
- Home Language Survey
- Completion of Emergency Medical Information Form or Proof of age requirements

- Release of records7
- Student signatures on the Student and Family Handbook Acknowledgement

The Charter School will maintain records of the above activities.

[7] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

Element I: Annual Independent Financial Audits

The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." - Education Code Section 47605(c)(5)(I)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles , and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter school as published in the State Controller's K-12 Audit Guide.

The Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a Certified Public Accountant and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider.. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The Executive Director, along with the audit committee, if any, will oversee the completion of an annual audit of the Charter School's financial affairs. the annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Board with recommendations on how to resolve them. The board will submit a report to the district describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of the Charter School is a public record to be provided to the public upon request.

Element J: Student Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker, initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. - Education Code Section 47605(c)(5)(J)

EPCTC is committed to using restorative practices in order to build a strong student and faculty culture, a community of mutual respect, and to reduce discipline referrals, suspensions, and expulsions. Escuela Popular believes that everyone can learn from their mistakes and learn to solve their own conflicts by correcting their mistakes. These policies balance students' rights to due process with the Charter School's responsibility to maintain a safe learning environment.

A. General Provisions

EPCTC shall provide due process for all students, including adequate and timely notice to students of the grounds for all suspension, expulsion, and involuntary removal recommendations and decisions and their due process rights regarding suspensions, expulsions, and involuntary removals.

EPCTC shall document and implement the alternatives to suspension and expulsion.

B. School Climate and Student Discipline System

EPCTC's goal is to provide a school climate that is safe, supportive, and nurturing for each student. All students have a right to learn while attending a safe school. As such, a student discipline system that addresses prevention, early intervention, schoolwide positive behavior intervention and support, and consistent expectations as well as appropriate consequences for behavior is a necessary part of school life.

EPCTC's student discipline system focuses on the implementation of a schoolwide positive behavior intervention and support system that helps to prevent the occurrence of problem behaviors that may result in disciplinary actions. This student discipline system includes a multi-tiered approach that is implemented by school staff through: school leaders actively supporting the implementation of schoolwide positive behavior interventions and supports; teaching and consistently reviewing schoolwide rules and behavioral expectations; teaching and modeling appropriate social and behavior skills; reinforcing appropriate student behaviors; using effective classroom management strategies; providing early intervention for inappropriate behaviors; collaborating and communicating regularly with families regarding behavioral expectations, individual student behavior plans, student progress, and any necessary consequences, such as suspension or alternatives to suspension referred herein.

The goals of EPCTC's student discipline system are to:

- Promote student self-discipline, independence, and mutual respect for others;
- Model, teach and encourage socially appropriate behavior so that students will be happy and successful in the real world;

- Maximize learning time by decreasing the number of office referrals and suspensions;
- Monitor and correct student misconduct through positive behavioral interventions; and,
- Analyze student behavioral data to further guide the development and implementation of schoolwide behavioral supports and interventions.

Behavioral Interventions
Students who engage in misconduct may be provided with behavioral responses to intervention. Through this referral process students with behavioral difficulties will further behavioral intervention support and staff will continue to monitor progress through data collection.

In certain circumstances, disciplinary responses that remove students from the classroom or school environment may be necessary through suspension and/or expulsion. In these cases, EPCTC's goal is to make sure that students continue their education, learn how to behave appropriately, and correct any harm they may have caused. Please note that while instituting more severe disciplinary actions, EPCTC shall follow certain public school procedural safeguards, federal and state laws, and restrictions. This is especially true when working through disciplinary matters with students with disabilities.

Implementing Restorative Justice practices as an alternative to traditional discipline is a learning process, one that takes time, patience and understanding. The goal is to build a stronger and more inclusive school community.

Suspension Alternatives
Alternatives to suspension include consequences that are identified as appropriate responses to misconduct and that provide the student with an opportunity to learn the skills necessary to avoid future misconduct. Alternatives to suspension may include but is not limited to:

- Changes in student's schedule tailored to student's needs;
- Implementation of a behavior monitoring system;
- Implementation of a behavioral contract including reinforcers for success and consequences for continued problems, such as loss of privileges (e.g.: short term loss of class/schoolwide fun activities that may be earned through positive behavior) or restoration (e.g.: apologizing to the person they hurt, cleaning up a mess they made, fixing something they broke, or writing a paragraph on bullying to present during anti-bullying activities);
- Referral to group or individual counseling;
- Instruction in social emotional/behavioral skills;
- Use of problem-solving approach to assist student in identifying the problem and possible appropriate solutions.

Professional development
Professional development in the area of schoolwide positive behavior support is provided to all staff members on an ongoing basis. Professional development for school staff may

include topics such as classroom management, using a problem-solving approach to discipline, managing student behaviors, creating positive classroom culture, and creating positive behavior support plans.

C. Suspension and Expulsion Policy and Procedures

Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq*., which describe the offenses for which students at noncharter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions and involuntary removal, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal, so long as such modification is not materially different from this charter petition.

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

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

The Charter School administration shall ensure that students and their guardians[8] (for SWD under 22 years of age) are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Charter School's office.

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

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the student and educational rights holder have been provided with a written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's educational rights holder and shall inform the student, the student or the student's educational rights holder of the basis for which the student is being involuntarily removed and the student or the student's educational rights holder's right to request a hearing to challenge the involuntary removal. If a student or the student's educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions before the effective date of the action to involuntarily remove the student. If the student or the student's educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

D. Procedures

Suspension and Expulsion

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

a) while on Charter School grounds;
b) while going to or coming from the Charter School;
c) during the lunch period, whether on or off the Charter School campus; or
d) during, going to, or coming from a school-sponsored activity, school sanctioned event, or athletic practice, game, or event.

E. Enumerated Offenses

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

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

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

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

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

e) Committed or attempted to commit robbery or extortion.

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

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

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

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

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

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

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

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

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

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

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

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

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with their academic performance.
    iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

    i. A message, text, sound, video, or image.
    ii. A post on a social network Internet Web site including, but not

limited to:

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

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

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

iii. An act of cyber sexual bullying.

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

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

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

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

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

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

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

b) Brandished a knife at another person.

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

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

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

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

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

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic

beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

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

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

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

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

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

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

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

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

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

o) Engaged in or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation into a student

organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student.

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

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.

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

1) "Bullying" means any severe or pervasive physical or verbal act or

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

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
iii. Causing a reasonable student to experience substantial interference with their academic performance.
iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

i. A message, text, sound, video, or image.
ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another pupil would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a

profile using the likeness or attributes of an actual student other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

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

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

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

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

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

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

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from

a certificated school employee, with the Principal or designee's concurrence.

b) Brandished a knife at another person.

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

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

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

The Charter School will use the following definitions:

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

F. Suspension Process

Suspensions shall be initiated according to the following procedures:

1. ***Conference***
   Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student's educational rights holder and, whenever practical, the teacher, supervisor or Charter School employee who

referred the student to the Principal or designee.

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

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

2. ***Notice to Students***

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

3. ***Suspension Time Limits/Recommendation for Expulsion***

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

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

4. ***Homework Assignments During Suspension***
   In accordance with Education Code Section 47606.2(a), upon the request of a student, educational rights holder, or teacher shall provide to a student in any of grades 9 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

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

G. Authority to Expel

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

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

H. Expulsion Procedures

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA). The student may make a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing. Such request is subject to Board review.

Written notice of the hearing shall be forwarded to the student and the student's educational rights holder at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The Charter School will utilize a multi-modal approach to noticing delivery which may include email,

telephone, or in-person delivery, and will include documentation or receipt of delivery. The notice provided in a language understood by the student and the student's educational rights holder shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or educational rights holder's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. The opportunity for the student and/or the student's educational rights holder to appear in person or to employ and be represented by counsel or a nonattorney advisor;

6. The right to inspect and obtain copies of all documents to be used at the hearing;

7. The opportunity to confront and question all witnesses who testify at the hearing;

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include an educational rights holder, or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim with a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the Administrative Panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The Administrative Panel Chairperson shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel Chairperson from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

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

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

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

I. Record of Hearing.

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

J. Presentation of Evidence.

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

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

K. Expulsion Decision.

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

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

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

L. Written Notice to Expel.

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's educational rights holder. This notice shall also include the following: (a) Notice of the specific offense(s) committed by the student; (b) Notice of the student's or educational rights holder's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School; (c) rehabilitation plan with a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission; and, (d) alternative education programs in the County or their school district of residence and an offer to collaborate with student and student's educational rights holder to assist with locating alternative placements during expulsion.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority, and within thirty (30) days to the Superintendent of the student's district of residence. This notice shall include the following: (a) The student's name; (b) The specific expellable offense(s) committed by the student; and, (c) The rehabilitation plan with a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission;

M. Disciplinary Records.

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

N. No Right to Appeal.

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

O. Expelled Students/Alternative Education.

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

P. Rehabilitation Plans.

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

Q. Readmission or Admission of Previously Expelled Student.

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

R. Notice to Teachers.

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

S. Special Procedures for Consideration of Suspension, Expulsion, or Involuntary Removal of Students with Disabilities.

1. Notification of the SELPA

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

a. Manifestation Determination: If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
b. Procedural Safeguards: If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/Section 504 Plan.

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

If the Charter School, the student, the educational rights holder, and relevant members of the IEP/Section 504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/Section 504 Team shall:

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

c. Return the student to the placement from which the student was removed, unless the student, the educational rights holder, and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

4. Due Process Appeals

The student with a disability or the educational rights holder who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Dispute Resolution by utilizing the dispute provisions of the IEP/Section 504 Policy and Procedures.

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

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

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

5. Special Circumstances

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

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

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

6. Interim Alternative Educational Setting

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

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

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

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

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

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may

assert any of the protections available to IDEA-eligible students with disabilities, including the right to stay-put.

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

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

U. Notification of the School District of Residence.

Upon expelling any student, the Charter School shall notify the student's school district of residence immediately or as soon as practicable. Such notice shall include:

1. Completed expulsion documentation as required from the school district;

2. Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that the Charter School's policies and procedures were followed;

3. Copy of notice of expulsion hearing;

4. Copy of expulsion notice provided to student or educational rights holder stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment;

5. If the student is eligible for special education, documentation related to expulsion in compliance with IDEA;

6. If the student is eligible for Section 504 accommodations, documentation that the Charter School conducted a manifestation determination meeting to address two questions:
   a. Was the misconduct caused by, or directly and substantially related to the student's disability?
   b. Was the misconduct a direct result of the Charter School's failure to implement Section 504 Plan?

This notice will be sent to the student's district of residence. If the student is a resident of a school district other than the District, the Charter School must notify the Superintendent of the student's district of residence within thirty (30) days of the expulsion. Additionally,

upon request of the receiving school district, the Charter School shall forward student records no later than ten (10) school days from the date of the request as stated in Education Code Section 49068(b).

Element K: Employee Retirement Systems

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System or federal social security. - ***Education Code Section 47605(c)(5)(K)***

Eligible certificated employees at EPCTC participate in the State Teachers' Retirement System. Non-certificated employees participate in social security, and a qualified retirement system (See Appendix 30 Escuela Popular Classified Retirement Plan) at the Charter School's discretion. Employees may also have access to other school-sponsored retirement plans according to policies developed by the Board of Directors and adopted as the Charter School's employee policies. The Charter School retains the option for its Board to elect to participate in and coordinate such participation, as appropriate, with other reciprocal systems in the future, should it find that participation enables the Charter School to attract and retain a higher quality staff (See Appendix 31 Benefits for Certificated and Classified Staff). The Charter School shall pay the County a reasonable fee for the provision of such services. The Human Resources Manager will be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees. (See Appendix 32 Classified and Certificated Salary Scales)

Element L: School Attendance Alternatives

The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. - Education Code Section 47605(c)(5)(L)

Escuela Popular/Center for Training Careers, Family Learning Center is a school of choice, specifically for adults. No student is required to attend. Students who choose not to attend the charter school may attend another public school within their home school district. Students may attend a District school or pursue an intra- and inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in the Charter School shall be informed that they have no right to admission in a particular school of the District (or program of the District) as a consequence of enrollment in the Charter School, except to the extent that such right is extended by the District.

Element M: Return Rights of Employees

Governing Law: "The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school. - Education Code Section 47605(c)(5)(M)

No public school district employee shall be required to work at EPCTC. Employees of the District or the County who choose to leave the employment of the District or County to work at EPCTC will have no automatic rights of return to the District or County after employment by the Charter School unless specifically granted by the District or County through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District or County to work at EPCTC that the District or County may specify, any rights of return to employment in a school district after employment at EPCTC that the District or County may specify, and any other rights upon leaving employment to work at EPCTC that the District or County determines to be reasonable and not in conflict with any law.

EPCTC employees will not be members of or represented by any collective bargaining agreements of the District or County. EPCTC employees are not required to engage in collective bargaining, but they have the right afforded to them via the procedures established by the Public Employment Relations Board ("PERB"). Further, employees who leave the District or County to work at EPCTC will not continue to earn service credit (tenure) in the District or County while working at EPCTC.

Sick or vacation leave or years of service credit at the District or County or any other school district will not be transferred to EPCTC. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Element N: Dispute Resolution Procedures

The procedures to be followed by the charter school and the** chartering authority **to resolve disputes relating to provisions of the charter**. - **Education Code Section 47605(c)(5)(N)

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedure, as required by state and federal law, respectively. Students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and internal dispute resolution process. The County shall promptly refer any complaints or reports regarding such disputes not related to a possible violation of this charter or laws related to the Charter School.

Disputes Between the Charter School and the County

The Charter School understands that agreement to a dispute resolution process must be bilateral and the Charter School cannot unilaterally bind the County to a specific procedure. The Charter School agrees that this process may be revised as agreed upon by the County and Charter School in a mutually agreed upon MOU.

The Charter School staff and Board and the County staff and Board are encouraged to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

The Charter School and the County will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the County, Charter School staff, employees and Board members of the Charter School and the County agree to first frame the issue in written format ("dispute statement") and to refer the issue to the County Superintendent and Executive Director of the Charter School, or their respective designees. In the event that the County Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the County's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive

Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon a written mutual agreement of the County and the Charter School.

The County may inspect or observe any part of the charter school at any time but shall provide reasonable notice to the Charter school's Executive Director. Inspection, observation, monitoring, and oversight may not be assigned or subcontracted to a third party by the County without the Charter school's consent.

Element O: Closure Procedures

***Governing Law: "The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the** charter **school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of** pupil **records**.*
*- **Education Code Section 47605(c)(5)(O)***

Closure Action and Notifications
Closure of the school shall be documented by official action of the Escuela Popular del Pueblo Board of Directors. The Charter School, through its Board of Directors, will be the entity responsible for closure-related activities and the Executive Director shall be the primary individual responsible for closure-related activities, unless the Board selects another individual.

The Charter School will promptly notify the students of the Charter School, the Santa Clara County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate, and the California Department of Education of the closure within ten (10) days of the official closure action, as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their student records, including specific information on completed courses and credits that meet graduation requirements. The Charter School shall ensure notification to the students of the Charter School of the closure provides information to assist students in locating suitable alternative programs. This notice shall be provided promptly, within the (10) days following the Board's decision to close the school.

Student and School Records Retention and Transfer
As applicable, the Charter School shall provide the students and the County with copies of all appropriate student records and shall otherwise assist students in transferring to their next school. All transfers of student records shall be made in compliance with FERPA Including:

- **Student Records**: (e.g., final transcripts, diplomas of non-graduates, the template used to create the diploma, Cumulative Files)
- **Hardcopy and Excel Files:** List of students for whom student records were provided, including their names, SSID, and grade levels
- **Hardcopy and Excel File:** List of non-graduates including their names, SSID and grade levels
- **Personnel Files:** List of all employees and their personnel files inclusive of retirement accrued W-2 information

Personnel records shall be maintained and transferred in accordance with applicable law by the "responsibility entity" designated by the Board. The Charter School will also develop a list of students in each grade level and the classes they have completed,

together with information on the students' districts of residence, which they will provide to the entity responsible for closure-related activities.

The Charter School will ask the County to store remaining original records of the Charter School's students. All student records of the Charter School shall be transferred to the County upon Charter School closure. If the County will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All State assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law. Transfer of the complete and organized original student records and personnel files to the County shall occur within seven (7) calendar days of the effective date of closure.

Financial Close-Out

As soon as reasonably practical, the Charter school shall prepare final financial records. The Charter school shall also have an independent audit completed within six (6) months after closure. Expenses associated with final audit and closure procedures are accounted for in the proposed budget and shall be covered by the Charter School. . The audit shall be prepared by a qualified Certified Public Accountant selected by the Charter school and shall be provided to the County Office of Education, and California Department of Education promptly upon completion. This may coincide with the regular required annual audit of the Charter School. The purpose of the audit is to determine the net assets or net liabilities of the Charter School. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33 and complete necessary academic reporting.

Distribution of Assets

On closure of the school, all assets of the Charter school, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School, shall remain the sole property of Escuela Popular del Pueblo and shall be distributed to another public school operated by the Escuela Popular del Pueblo corporation, if any, or if the Escuela Popular del Pueblo corporation is dissolving as a corporation, distributed in accordance with the Articles of Incorporation upon the dissolution of the nonprofit public benefit corporation to another California public educational entity. The Charter School shall comply with all portions of Education Code Section 47605(c)(5)(O), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the Charter School, including plans for disposing of any net assets and for the

maintenance and transfer of pupil records." Any assets acquired from the County or County property will be promptly returned upon Charter School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the nonprofit public benefit corporation shall remain responsible for satisfaction of all liabilities arising from the operation of the Charter School. The Charter School's chartering authority shall not be liable for debts and liabilities of the Charter School, pursuant to Education Code Section 47604(d).

As the Charter School is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Miscellaneous Charter Provisions

Severability

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect unless mutually agreed otherwise between the Charter school and the County.

Cooperation Clause

The County agrees to cooperate with EPCTC in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Legal Status

Escuela Popular del Pueblo is a 501(c)(3) tax-exempt nonprofit public benefit corporation.

Facilities

The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. - Education Code Section 47605(h)

EPCTC is co-located with EPAFLC at 149 N. White Road in San Jose, CA which is within the East Side Union High School District boundaries. Escuela Popular is in year thirteen of a forty-year lease with Alum Rock Union Elementary School District (See Appendix 33 Lease Agreement).

The facility is safe, functional, clean, and well maintained. The facility has 26 classrooms, two science labs, one computer lab, one library, one cafeteria, and 15 office spaces. Additionally, the Charter School has two outdoor shaded areas and two umbrella shaded tables for students to eat lunch, one play structure, one soccer field, two blacktop volleyball courts, one blacktop basketball court, and plenty of parking spaces.

Any school facilities leased or constructed by EPCTC shall comply with federal, state, and local building and zoning regulations as applicable to charter schools, including compliance with the Americans with Disabilities Act and a certificate of occupancy as required.

Nothing in this Section shall be interpreted to be a waiver of the Charter School's right to request facilities pursuant to Education Code Section 47614 ("Prop. 39").

Insurance

EPCTC shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the Charter School's insurer. The County Board of Education, SCCOE, its officers, and employees shall be named as an additional insured on all policies of EPCTC. EPCTC will provide evidence of the above insurance coverage to the County. The County shall be notified in writing 10 days prior to cancellation of insurance.

County Oversight

Pursuant to California law, the County is required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the County may charge for the actual costs of supervisorial oversight of EPCTC not to exceed one percent (1%) of the revenue of EPCTC. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as the amount received in the current fiscal year from the

local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

EPCTC agrees to and submits to the right of the County to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, EPCTC shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County.

Administrative Services
The manner in which administrative services of the charter school are to be provided. - Education Code Section 47605(h)

The Executive Director will assume the lead role and responsibility for administering the Charter School under the policies adopted by the Board. EPCTC will outsource some of these functions to an appropriately, qualified third-party contractor, such as EdTec who specializes in implementing school business practices and has the expertise to carry out these administrative functions. EdTec works with over 300 charter schools around the state and nationally to provide business consultation and support to the Executive Director. The Executive Director overseed the work of the business services company, which handles all back-office business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration. The company works with the Charter school to ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, attendance reporting, and payroll/benefits reporting. The company also assists Escuela Popular staff and board on business issues that arise during the year, financial modeling of programs, and others. The company helps the Executive Director and the Board create and monitor the annual budget and provides monthly financials, cash flow projections and analyses. EdTec has worked with the Board and staff to establish appropriate fiscal controls, consistent with industry practice, such as distributed responsibilities related to invoice and check signing approvals and careful cash management policies. EdTec shall provide timely submissions of requests for information from the Charter School or chartering authority,

At any time, the Charter School may discuss the possibility of purchasing administrative services from the County. If the County is available and willing to provide such services, the specific terms and cost for these services will be the subject to a Memorandum of Understanding between the Charter School and the County, or other mutually agreeable contract.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. - Education Code Section 47605(h)

The Charter School shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California

Revenue and Taxation Code Section 23701(d). The Charter School shall provide additional 501(c)(3) fiscal reports as required for the nonprofit public benefit corporation.

Pursuant to the Education Code Section 47604(d), an authority that grants a charter to a Charter School operated by or as a nonprofit public benefit corporation shall not be liable for the debts and obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the County shall not be liable for the operation of the Charter School. Further, the Charter School intends to enter into a memorandum of understanding with the County, wherein the Charter School shall indemnify the County for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the County and the Charter School's insurance company for schools of comparable size, location, and student population. The County shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Indemnity

Escuela Popular Del Pueblo, Inc. shall defend, indemnify and hold harmless the County, its employees and agents from all claims, actions or penalties arising out of the performance of the charter, except in those instances where there is active negligence or willful misconduct by the County, its employees, or agents.

Term of Charter

The term of this Charter shall be July 1, 2026 – June 30, 2031.

Amendments

EPCTC may present a petition to materially amend the charter at any time, and SCCBOE agrees to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code 47605 or its successors.

Renewal

EPCTC may present a petition to renew the charter at any time prior to expiration. The Charter School should present the renewal request no later than 120 days prior to the

expiration of the charter. SCCBOE agrees to respond to such petitions pursuant to the applicable process, criteria and timelines specified in Education Code 47605 or its successors. Charter renewals will be for five year periods.

Revocation

EPCTC and SCCBOE agree to act in good faith with regard to the continuation of this charter. The charter granted pursuant to this Petition may be revoked by SCCBOE if SCCBOE finds that Escuela Popular did any of the following:

1) Committed a material violation of any of the conditions, standards, or procedures set forth in this Petition.
2) Failed to meet or pursue any of the student outcomes identified in this Petition.
3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
4) Violated any provision of law.

If the grounds for revocation are alleged, SCCBOE agrees to notify the Escuela Popular del Pueblo Board and to grant reasonable time and opportunity to respond and take appropriate corrective action prior to revocation of the charter unless SCCBOE determines, in writing, that the violation constitutes a severe and imminent threat to the health and safety of the students.

Budget Development/Fiscal Reports/Audit

The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. - Education Code Section 47605(h)

Attached as appendices, please find the following documents:

- Multi-Year Budget Projection with Cash Flow and LCFF Calculator (See Appendix 34.)

These documents are based upon the best data available to the EPCTC petitioners at this time. EPCTC shall provide reports to the Santa Clara County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year.

2. By July 1, an LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of EPCTC's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education, and the Santa Clara County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

5. September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all receipts and expenditures for the preceding fiscal year.

EPCTC shall provide reporting to the County as required by law and as requested by the County including but not limited to the following California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports (See Appendix 35 P-2 Attendance Report), all financial reports required by Education Code Sections 47604.33 and 47605(m), the SARC, and the LCAP.

Revenue Flow
EPCTC will work cooperatively and collaboratively with the CDE and the SCCOE personnel to achieve a direct revenue flow from CDE to EPCTC. Funds transferred directly from CDE to EPCTC will be transferred to the Charter School account in the Santa Clara County treasury by SCCOE in the most expeditious manner possible.

Purchasing and Contracting
Escuela Popular del Pueblo has adopted Financial Policies and Procedures that detail the procedures the school will follow for purchasing and contracting.

Attendance Accounting
Attendance accounting procedures will satisfy CDE and SCCOE requirements. Official registers will be completed on a monthly basis, documenting the month's attendance.

Financial Services
Policy is set by the Board of Directors, and day-to-day operations will be carried out by the Executive Director and staff. The accounting system will adhere to Generally Accepted Accounting Principles, and there will be adequate internal controls within the system. Business consultation and support to the Executive Director may be provided by an outsourced school business services company. The Executive Director will oversee the work of the business services company, which will handle the timely and appropriate reporting regarding budget, attendance, etc. Reporting will be implemented in accordance with specific agreements between the school and the County and in compliance with applicable law.

Instructional Start Date for General Purpose Revenue
Escuela Popular acknowledges that it must commence operations by September 30 to be eligible for that fiscal year's ADA-based state general purpose revenue.

Communications Clause
All correspondence from the charter-granting agency should be mailed via the U.S. Postal Service to:

Patricia Reguerin
Executive Director Escuela
Popular 149 N. White Road
San Jose, CA 95127

County Impact Statement
***Potential civil liability effects, if any, upon the school and upon the District.* - Education Code Section 47605(g)**

Conclusion
Escuela Popular/Center for Training and Carers, Family Learning Center's charter renewal petition merits renewal under the applicable legal standards under the Charter Schools Act, and as a DASS school under the standards articulated in Education Code Section 47607(c)(7), the chartering authority should approve the renewal charter for a period of five years.

By approving this charter renewal petition, the County will be fulfilling the intent of the Charter Schools Act of 1992 to improve student learning, create new professional opportunities for teachers, and provide students with expanded choices in education and following the directive of law to encourage the creation of Charter Schools. By approving this charter renewal petition, the County will be considering EPCTC's schoolwide and student subgroup performance on the state and local indicators on the California School Dashboard including academic achievement in ELA, academic achievement in math, and EL progress. In regard to the community impact, EPCTC is a well-established Charter School that has been serving students in East San Jose since 2004 so it will not substantially undermine existing County services, academics, or program offerings. The Petitioner looks forward to EPCTC's continued autonomous operation, pursuant to rigorous standards of accountability, while also working cooperatively with the County as a partner in ensuring that historically disadvantaged adult students living in this region have the opportunity to obtain an education at a school that best meets their needs. To this end, EPCTC pledges to work cooperatively with the County to address any concerns regarding this document, or any aspect of the Charter School's program, in furtherance of its petition to renewal of Escuela Popular's charter and to present the strongest possible proposal requesting a five (5) year term from July 1, 2026 through June 30, 2031.

Santa Clara County Office of Education

Renewal Appeal Petitioner Certification Form

(TO BE USED FOR AN APPEAL OF A LOCAL SCHOOL DISTRICT'S DENIAL OF A CHARTER RENEWAL)

This form constitutes the petitioner's signed certification that the petitioner deems the petition to be complete for purposes of commencing the timelines, as specified in Education Code §47605(b).

(MUST BE COMPLETED AND SIGNED BY PETITIONER)

Instructions to Lead Petitioner
1. Complete the SCCOE Charter Renewal Review Matrix Form (including petition page numbers).
2. Complete and sign this Petitioner Certification Form.
3. Submit completed & signed Petitioner Certification Form, Matrix, budget documents, and all other required documents with the charter petition to SCCOE Charter Schools Department.

(A) The petition includes a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and has been updated as necessary to reflect the current program offered by the charter school.	☒ YES ☐ NO
(B) The petition contains academic performance data of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for the most recent preceding two years and any/all other data, plans, or information necessary to support renewal.	☒ YES ☐ NO
(C) The dashboard data is not available for the most recently completed year before renewal, and the petition contains verifiable data related to the dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system for the most recent academic year.	☒ YES ☐ NO
(D) The petition packet includes a redlined version indicating all changes to the petition from when the petition was originally granted or last renewed. The petition packet includes a hard-copy version and electronic (Word & pdf) versions, including an Excel spreadsheet of the budget, LCFF calculator, and an executive summary of the changes from the current charter.	☒ YES ☐ NO
(E) A copy of the appeal renewal petition, including all documents submitted to the County Board, was concurrently provided to the school district.	☒ YES ☐ NO
(F) The renewal petition submitted to the County Board on appeal is unchanged from that denied by the school district, other than changes necessary to reflect the County Board as the chartering entity, with no new or different material terms.	☒ YES ☐ NO
(G) A description of any and all changes to the renewal charter necessary to reflect the County Board as the chartering entity is attached.	☒ YES ☐ NO
(H) The charter petitioner and charter school will comply with all applicable laws.	☒ YES ☐ NO
(I) Evidence of the district governing board's denial is attached.	☒ YES ☐ NO
(J) Evidence of the district governing board's written factual findings for denial is attached.	☒ YES ☐ NO

I hereby certify in accordance with Education Code Section 47605(b) and County Board Policy 0420.4 that the attached petition, including any appendices and attachments, is deemed complete and the terms of this certification form are true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the charter to denial or revocation if later discovered and the omission/inaccuracy is material.

Name of Charter School: Escuela Popular/Center for Training and Careers, Family Learning Center

Patricia Reguerin	4/22/2026	Patricia Reguerin Digitally signed by Patricia Reguerin Date: 2026.04.22 14:44:47 -07'00'
Name & Title of Lead Petitioner	DATE	Signature of Lead Petitioner
Name & Title of County Personnel Receiving Petition	DATE	Signature of County Personnel Receiving Petition

Petition Appeal Consideration & Acceptance E.C. §47605(k)(1)(A) *(COE Office Use Only)*

Petitioner submitted the charter school renewal petition appeal to the County Board of Education within 30 days of denial by the governing board of the school district, as required by law.	☐ YES ☐ NO
The charter school renewal petition appeal includes new or different material terms from the original petition that was submitted to the district. **If yes, the petition will be immediately remanded back to the district for review.**	☐ YES ☐ NO
This is a resubmission of the charter school's renewal petition appeal. The school district governing board denied the petition after reconsideration of the petition's new or different material terms to its charter.	☐ YES ☐ NO

Santa Clara County Office of Education

Initial Charter Petition	☐
Charter Material Revision	☐
Charter Renewal	☐
On Appeal	☒

Education Code §§ 47605
47607, 47607.2

CHARTER REVIEW MATRIX – DISTRICT APPEAL

Proposed Charter School	Petitioner Contact Information	Petition Review Timeline	
Name of Proposed Charter School: Escuela Popular/Center for Training and Careers, Family Learning	Name: Patricia Reguerin	Petition Received:	
Location of Proposed School(s): 149 N. White Road San Jose	Title: Executive Director	Public Hearing: (60 days from receipt)	
Grade Level: 9-12	Phone/Cell: (408) 426-6593	Board Decision: (90 days from receipt)	
District of Proposed Charter School: East Side Union High School District	Email: patricia@escuelapopular.org	☐ 30 day extension granted (90 days from receipt, may be extended 30 days if agreed by petitioner(s) and SCCOE)	

Denial by District	
Evidence of district denial	Yes X No ☐
District's written factual findings	Yes X No ☐ Not Available ☐
Date of district denial:	April 13, 2026
Received by County Board within 30 days	Yes X No ☐
Copy of the charter as denied, including signatures	Yes X No ☐ (signatures not required)
Description of any changes necessary to reflect the County Board as the authorizer	Yes X No ☐
Signed certification stating petitioner(s) will comply with all applicable law	Yes X No ☐

Instructions to Review Team: This checklist is designed to guide the review of charter school petitions.
Your comments are essential to understanding your assessment and will be used as part of the final analysis and report to the County Board.
Instructions to Charter Petitioner: As you complete this Matrix, please note the specific page(s) on which each item is addressed. If the terms of the charter are not explicit in compliance with the particular item in the checklist, provide detail in the applicable notes section in order that the SCCOE may readily determine to what provision(s) you are referring in the checklist.

Legend:

Required to be included in every charter petition and/or Memorandum of Understanding.
Applies to Petition Renewals Only
Applies to both Material Revisions and Renewals Only

	REQUIRED ELEMENTS: Education Code § 47605 (b) (1)-(8)	Yes	No	N/A	Page
☐	The charter school presents a sound educational program?	☐	☐	☐	8-74
☐	The petitioners are demonstrably unlikely to successfully implement the program?	☐	☐	☐	
☐	The petition contains the required signatures? (not required for renewals)	☐	☐	☒	
☐	The petition contains an affirmation of each of the conditions described in Education Code § 47605(d) (1)?	☐	☐	☐	4-7
☐	The initial review finds that the petition has included all of the required elements (A-O)?	☐	☐	☐	1-157
☐	The petition includes a declaration of whether the charter school shall be the exclusive employer of charter school employees for purposes of Educational Employment Relations Act (EERA)?	☐	☐	☐	4

❒	The charter school is demonstrably likely to serve the interests of the entire community in which the school is proposing to locate, considering fiscal impact of the school? (new charters only)	☐	☐	☒	
❒	The school district is positioned to absorb the fiscal impact of the district (new charters only)	☐	☐	☒	
	REQUIRED PETITION SIGNATURES IF CONVERSION OF EXISTING PUBLIC SCHOOL: Education Code § 47605(a)				
		Yes	No	N/A	Page
• 50% of the permanent status teachers currently employed at the public school to be converted.				X	
	REQUIRED PETITION SIGNATURES IF NOT CONVERSION OF EXISTING PUBLIC SCHOOL: Education Code § 47605(a)				
		Yes	No	N/A	Page
• 50% of parents/guardians of number of students expected to attend in year 1		☐	☐	☒	
	OR				
• 50% of the number of teachers expected to teach at the charter school during its 1st year		☐	☐	☒	
	NOTIFICATION UPON APPROVAL: Education Code § 47605 (3) (i)				
		Yes	No	N/A	Page
❒	The petition acknowledges that, should the charter be granted, the petitioner will provide a written notice of the approval and a copy of the petition to: • The California Department of Education • State Board of Education	☐	☐	☒	
	REQUIRED AFFIRMATIONS: Education Code § 47605(d)	Yes	No	N/A	Page
❒	Statements affirming that school will be non-sectarian in its programs, admission policies, employment practices, and all other operations; will not charge tuition; and will not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in Penal Code § 422.55 or association with such persons, including immigration status; not base admission on place of residence within California except as specified by law; admit any student who wishes to attend so long as there is space; hold a random lottery if there is not space; comply with the mandated admissions preference requirements; and provide the required notice in the event a student is expelled or leaves the school without graduating or completing the school year.	☐	☐	☐	4-6, 103, 118

	CHARTER RENEWAL REQUIRED ELEMENTS: Evidence to Support Renewal and/or Material Revision (CCR) Title 5 Section 11966.4			
		Yes	No	Page
❒	Required fiscal reports and audits demonstrating past performance and likely future financial viability of the school	☐	☐	App 34
❒	Compliance with all state and federal laws applicable to charter schools and fulfilling the terms of the charter	☐	☐	4
❒	Academic performance data reports showing increases in pupil academic achievement for all student groups; dashboard, CAASPP, LCAP and annual updates	☐	☐	13-31, 74-86
❒	Annual visits and annual reports, including correcting any deficiencies identified curing annual reviews and visits.	☐	☐	156
❒	Inspections or observations of any part of the charter school at any time	☐	☐	160
❒	Documentation that charter has met minimum academic performance criteria per 47607(b) and 47607.2	☐	☐	13-31
❒	Past performance of academics and operations and future plans for improvement establish likelihood of success.	☐	☐	8-31
❒	Includes updates to comply with all laws that have gone into effect since previous approval or renewal	☐	☐	1-164
Strengths:				
Areas of Concerns:				

Conclusions

DETAILED REVIEW - REQUIRED ELEMENTS: Education Code § 47605(A-O)				
A	Educational Program	Evidence	Addressed in Petition	Page
❒	1. Targeted School Populations		☐	8
	Age, grade levels and number of students	☐		34
	• Number of students per classroom	☐		45
	• Maximum enrollment predicted for school	☐		35-36
	Type of desired student populations	☐		34-35
❒	2. Attendance		☐	
	• Describes whether multiple sites will be included	☐		158
	• Indicates proposed opening date(s)	☐		33, 161
❒	Attendance requirements		☐	164
	• Includes length of school day and year	☐		49-51
	• Submit for approval the specific means to be used for student attendance accounting and reporting, satisfactory to support state average daily attendance claims and to satisfy audits related to attendance that may be conducted.	☐		122, 163
	• For independent study, specific means of determining and recording attendance, including means of determining it is the enrolled student doing the work and specifically what amount of work/time counts as a day of attendance.	☐		n/a
❒	3. What it Means to be an Educated Person in the 21st Century		☐	36-47
❒	Objective of enabling pupils to become self-motivated, competent, lifelong learners		☐	36, 42
	Clear list of general academic skills and qualities important for an educated person	☐		36-37
❒	4. Description of How Learning Best Occurs		☐	37-42
	Persuasive instructional design	☐		37-42
	• Broad outline (not entire scope and sequence) of the curriculum content	☐		37-40, App 8-9, App 18
	• Description of instructional approaches and strategies	☐		40-41
	• Description of learning environment (e.g. traditional, independent study)	☐		41-42
	Proposed program strongly aligned to school's mission	☐		42-43
	Affirmation or description of curriculum aligned to student performance standards	☐		44
	Outline of plan or strategy to support students not meeting pupil outcomes	☐		45
	Instructional design or strategies based upon successful practice or research	☐		46-47
	Instructional strategies for special education, English learners, etc.	☐		52-67
	Proposed program/curriculum reflects a focus on adopted CCSS and NGSS	☐		44
	Educational Program describes professional development for teachers	☐		47-49, App 11
	Minimal instructional time (instructional minute calculations)	☐		49, App. 12
	Includes school calendar	☐		51
❒	5. Transitional Kindergarten program outlines developmentally appropriate learning outcomes, using modified curriculum, specialized instruction, and assessment for all students (Only if Charter offers Kindergarten)		☐	n/a
❒	6. English Learner Services		☐	60-64

❒	All eligible students enrolled in the charter school will receive appropriate English Learner services in accordance with applicable state and federal law.		☐	60-64
❒	Staff members providing English Learner Services are appropriately credentialed.		☐	107
❒	A description of the manner in which students are identified as requiring English Learner Services		☐	60-64
❒	A description of the process for reclassification of English Leaners		☐	63-64
❒	An acknowledgment of the responsibility of the charter school to provide access to grade-level core curriculum for English Learners. (Check for reference to the use and implementation and New Proficiency Level Descriptors (PLD) as part of California English-language Development Standards.)		☐	29, 66
❒	References to curriculum and materials that will be utilized in the instruction of English Learners		☐	38, 60-61, 64-67
❒	Petition explains how English Learners will be reclassified and how English Learners and reclassified English Learners will be monitored		☐	63-64
Strengths:				
Areas of Concerns:				
Conclusions:				
❒	7. LCFF/LCAP Annual Goals and Annual Actions to Achieve Goals for Subgroups in EC 52052		☐	App. 17
❒	Charter includes language that assures compliance with LCFF/LCAP		☐	79-80, 89
❒	Describes annual goals for all pupils and for each subgroup of pupils identified in EC 52052 to be achieved in each of the 8 state priorities, as described in EC 52060(d), that apply for the grade levels served or the nature of program operated by the charter school.		☐	81-89
	❒ A. Conditions of Learning	☐		81-87, App 17
	(Priority 1) Basic Needs	☐		81-87, App 17
	(Priority 2) Implementation of State Standards	☐		81-87, App 17
	(Priority 7) Course Access	☐		81-87, App 17
	❒ B. Pupil Outcomes	☐		81-87, App 17
	(Priority 4) Pupil Achievement (College and Career)	☐		81-87, App 17
	(Priority 8) Other Pupil Outcomes	☐		81-87, App 17
	❒ C. Engagement	☐		81-87, App 17
	(Priority 3) Parental Involvement	☐		81-87, App 17
	(Priority 5) Pupil Engagement	☐		81-87, App 17
	(Priority 6) School Climate	☐		81-87, App 17
	Provides specific annual actions to achieve these goals for each of the student groups listed below:	☐		80
	❒ Racial/Ethnic groups	☐		80
	❒ Low-income students, including homeless students	☐		80
	❒ English Learners	☐		80
	❒ Students with disabilities	☐		80
	❒ Foster youth	☐		80
❒	8. Transferability of High School Courses EC 47605 (b) (5) (A) (iii)		☐	47
	If serving high school students, describes how district/charter school informs parents of:	☐		47
	❒ Transferability of courses to other public high schools; and	☐		47
	❒ Eligibility of courses to meet college entrance requirements	☐		79

	❒ Courses that are accredited by the Western Association of Schools and Colleges (WASC) may be considered transferable, and courses meeting the UC/CSU "a-g" admissions criteria may be considered to meet college entrance requirements)	☐		47, 79, App 5, App 18

Strengths:

Areas of Concern:

Conclusions

i	Special Education/SELPA	Evidence	Addressed in Petition	Page
❒	Identifies whether or not is an independent LEA for special education purposes (with verifiable written assurances)		☐	68
❒	Consulted with the Santa Clara County SELPA Director		☐	n/a
	• Discussed special education responsibilities of charter	☐		n/a
	• Discussed application of SELPA policies	☐		n/a
❒	In writing explains how special education services will be provided consistent with SELPA plan and/or policies and procedures		☐	68
	• Includes fiscal allocation plan	☐		68
❒	If charter not an independent LEA (School of SCCOE for Special Ed):		☐	n/a
	• Clarifies in charter the responsibilities of each party for service delivery	☐		n/a
	❒ Referral	☐		n/a
	❒ Assessment	☐		n/a
	❒ Instruction	☐		n/a
	❒ Due Process	☐		n/a
	❒ Agreements describing allocation of actual and excess costs	☐		n/a
	❒ Charter fiscally responsible for fair share of any encroachment on general funds	☐		n/a
❒	If charter is own LEA		☐	67
	• Notified SELPA Director of intent prior to February 1st of the preceding school year	☐		App 14
	• Located within SELPA geographical boundaries	☐		68
	• Provides current operating budget in accordance with Ed Code § 42130 and § 42131	☐		App 34
	• Provides assurances that all will be instructed in safe environment	☐		68, App 16
	• Provides copy of original charter petition and any amendments to SELPA	☐		Tab 1
	• Responsible for any legal fees relating to application and assurances process	☐		72-73
	• Meets the terms of the "Agreement Regarding the Organization, Implementation, Administration and Operation of the SELPA (Section 12–13, Appendix A)	☐		
	• Meets the terms of all SELPA policies and procedures	☐		70
	• Charter fiscally responsible for fair share of any encroachment on general funds	☐		54-55

❒	Petition includes the following assurances:		☐	
	• The charter will comply with all provisions of IDEA and plan for how it will comply	☐		68-69, 147
	• No student will be denied admission based on disability or lack of available services	☐		72
	• The charter will include a description of the school's SST process as it relates to identification of students who may qualify for Special Education	☐		54-55
❒	Staff members providing special education services are appropriately credentialed		☐	70, 103-106, App 15
❒	Any facility used by the school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs		☐	68, App. 16
❒	The charter school will assume full responsibility for appropriate accommodations to address the needs of any student		☐	68-69
❒	The responsibility of the school to provide special education, instruction and related serves to the students enrolled in the school regardless of students' district of residence		☐	70, 72
❒	Specialized instruction and services available at the school		☐	52-55
❒	The provision of Designated Instruction and Services (DIS)		☐	
❒	Special transportation for students whose IEPs indicate that service is necessary for the provision of FAPE		☐	115
❒	The procedures for ensuring that students are referred, assessed and served in a timely manner		☐	70-71
❒	A description of the school's "Search and Service" procedures		☐	70-71
❒	The dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA and LEA, regarding the provision of special education services in the charter school.		☐	72-73
❒	Petition describes process for notifying district of residence and chartering district when a special education student enrolls, becomes eligible, ineligible and/or leaves charter school		☐	72
❒	Overview of how special education funding and services will be provided by:		☐	73
	• Charter School	☐		68
	• Charter Granting Agency	☐		68
	• SELPA			68
❒	Petition describes the transition to or from a district when a student with an IEP enrolls in, or transfers out of, the charter school		☐	72
ii	Implementation of Section 504 of the Rehabilitation Act	Evidence	Addressed in Petition	Page
❒	All eligible enrolled students will receive appropriate accommodations and modifications consistent with Section 504 of the Rehabilitation Act	☐		4, 68
❒	No student "otherwise eligible to enroll in the charter school" will be denied enrollment due to disability, or the charter school's inability to provide necessary services	☐		72
❒	All staff members providing services to the student are familiar with the identified needs of the student	☐		68-69
❒	Any facility used by the school does not present physical barriers limiting eligible students' full participation in the educational and extracurricular program	☐		68, App 16
❒	The charter school will assume full responsibility for appropriate accommodations, modifications and services to address the needs of any student regardless of the student's district of residence	☐		70, 72
❒	Includes plan and appropriate staffing for 504 compliance	☐		68-69
iii	Implementation of Americans with Disabilities Act (ADA)	Evidence	Addressed in Petition	Page
❒	Affirms charter's obligations to comply with ADA		☐	5, 159
❒	Any facility used by charter will be ADA compliant		☐	App 16

Strengths:

Areas of Concern:

Conclusions

B	Measurable Student Outcomes - "Exit Outcomes" or "Graduation Standards"	Evidence	Addressed in Petition	Page
☐	Pupil outcomes are measurable, i.e. specific assessments listed for each exit outcome.		☐	
	How pupil outcomes will address state content and performance standards in core academics.	☐		74
	Exit outcomes include acquisition of academic and non-academic skills.	☐		74-75
	Concise (one page) list of exit outcomes encompass specific skills, not too vague.	☐		76-77
	Affirmation that "benchmark" skills and specific classroom-level skills will be developed.	☐		
	Affirmation/description that exit outcomes will align to mission, curriculum and assessments.	☐		79
	Affirmation that college-bound students wishing to attend California colleges or universities will have the opportunity to take courses that meet the "A–G" requirements.	☐		47
	Lists school-wide student performance goals students will make over a given period of time, projected attendance, dropout, or graduation rate goals, etc.	☐		81, App 17
	Acknowledges that exit outcomes and performance goals may need to be modified over time.	☐		87
	If high school, graduation requirements defined.	☐		87-88
	If high school, WASC accreditation standards addressed.	☐		47, App 5
☐	LCFF/LCAP Measurable Goals of the Education Program: Charter provides assurance that all identified student groups will meet performance goals that are stated in the charter		☐	79-80
☐	Statement that pupil achievement measurements will include the elements listed below:		☐	80-86
☐	Alignment with state priorities 52060 (d) and description of <u>how</u> the charter will address all 8 state priorities		☐	90-94
☐	(A) Statewide assessments administered pursuant to Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 or any subsequent assessment, as certified by the state board.		☐	90-94, App 19
☐	(B) The Dashboard indicators, as described in Section 52052/alternative academic performance data		☐	25-32
☐	(C) The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or		☐	21-22

	career technical education sequences or programs of study that align with state board-approved career technical educational standards and frameworks,			
❒	(D) The percentage of English learner pupils who make progress toward English proficiency as measured by the English Learner Proficiency Assessment of California or any subsequent assessment of English proficiency, as certified by the state board.		☐	14, 19
❒	(E) The English learner reclassification rate.		☐	
❒	(F) The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.		☐	n/a
❒	(G) The percentage of pupils who participate in, and demonstrate college preparedness pursuant to the Early Assessment Program.		☐	n/a
For Charter Renewal, EC 47607 and 47607.2 holds that increases in pupil academic achievement for all groups of students served by the charter school is defined as one year of growth for each year in school.				
❒	Provided evidence (including data and documentation) establishing that students have increased their academic achievement schoolwide and for all numerically significant student subgroups		☐	13-32
❒	Evidence that the charter school served all students who wished to attend the school should there be sufficient space		☐	13-32
The High Achieving threshold for renewal per EC 47607(c)(2)(A):				
❒	1. The charter school has received the highest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or		☐	n/a
❒	2. For all measurements of academic performance (ELA, Math, English Language Proficiency, College/Career Readiness), the charter school has received performance levels that are the same or higher than the state average.		☐	n/a
The Low Achieving threshold for renewal per EC 47607.2(a)(1) - Denial:				
❒	1. The charter school has received the lowest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or		☐	n/a
❒	2. For all measurements of academic performance (ELA, Math, English Language Proficiency, College/Career Readiness), the charter school has received performance levels that are the same or lower than the state average.		☐	n/a
❒	A charter may be renewed only if both of the following: the charter is making meaningful steps to address the underlying cause or causes of low performance and there is clear and convincing evidence that the school is making progress established by one year's growth for each year in school or strong post-secondary outcomes.		☐	n/a
The Mid-Achieving threshold for renewal per EC 47607.2(b)(1):				
❒	Review of dashboard state and local indicators, greater weight will be given to academic indicators		☐	n/a
❒	Verifiable data evidence of either: 1 year's growth per year in school or strong post-secondary outcomes		☐	n/a
Strengths:				

Areas of Concern:

Conclusions:

C	The Method by Which Pupil Progress in Meeting Outcomes Will be Measured	Evidence	Addressed in Petition	Page
	At least one assessment method or tool listed for each of the exit outcomes	☐		89-96, App 19
	Assessments include multiple, valid and reliable measures using traditional/ alternative tools	☐		89-96
	Chosen assessments are appropriate for standards and skills they seek to measure	☐		89-96
	Affirmation/description of how assessments align to mission, exit outcomes, and curriculum	☐		89
	Describes minimal required performance level necessary to attain each standard	☐		90
	Outlines a plan for collecting, analyzing and reporting student/school performance data	☐		95-96
	Method of measuring outcomes aligns with SARC		☐	89, 95, app 20
❒	LCFF/LCAP Assurance that methods of assessment are aligned with measureable student outcomes		☐	80
❒	(A) Utilizes a variety of assessment tools that include multiple, valid and reliable measures using traditional/alternative tools appropriate to the skills, knowledge, or attitudes being assessed. Including, at a minimum tools that employ objective means of assessment.		☐	89-96
❒	(B) Include the annual assessment tools as required by state and federal assessments (CAASPP, ELPAC, etc.)		☐	89-95
❒	(C) Outlines a plan for collecting, analyzing, and reporting data continuously to monitor and improve the charter school's educational program.		☐	95-96
❒	(D) Presents a coherent plan for using student assessments data to evaluate and inform instruction on an on-going basis		☐	95-96
❒	(E) Committed plan to share performance information with students, families and public agencies		☐	95-96

Strengths:

Areas of Concern:

Conclusions

D	Governance Structure of School (Including Parental Involvement)	Evidence	Addressed in Petition	Page
❒	Describes what role parents have in the governance of the school		☐	102
❒	Describes key features of governing structure (usually a board of directors) such as:		☐	97-100

	• Size/composition of board	☐		97
	• Board committees or advisory councils	☐		99-100
	• Board's scope of authority/responsibility/conflict of interest	☐		97
❒	Status as a non-profit corporation		☐	97
❒	Tax exempt status	☐		97
❒	If non-profit, provisions for liability for debts		☐	47, App 27
❒	Has set of bylaws, policies or similar documents	☐		App 21
❒	Initial governing board members identified by name or the process used to select them and future board members	☐		98, App 22
❒	Clear description of school's legal status and determination of whether a board member from the charter-granting agency is on the board of the charter	☐		97-98
❒	Demonstrates compliance with Brown Act		☐	99-100
❒	Annual Review and Revision of the Local Control Accountability Plan (LCAP).		☐	99
❒	Detailed description of any relationship with for profits, including CMO/EMO		☐	97, App 23
❒	Compliance with transparency and public accountability		☐	6
	• Public Records Act	☐		6
	• Political Reform Act of 1974	☐		6
	• Government Code 1090 et seq.	☒		6, 99
	• Brown Act	☐		6, 99-100

Strengths:

Areas of Concern:

Conclusions

E	Qualifications to be Met by Individuals to be Employed by The School	Evidence	Addressed in Petition	Page
	Identifies roles and functions of staff members (including…) • Job Descriptions for Positions • Identifies key staff positions with the charter school	☐		103-108
	Process for staff selection	☐		108
	Procedure for adequate background checks	☐		103, 109
	Salaries and benefits for all employees	☐		App 31-32
	Measures of assessment of performance	☐		108
❒	Describes specific key qualifications (knowledge, experience, education, certification, etc.) sufficient to ensure the health and safety of pupils and staff.	☐		103-108
❒	Defines "core, college preparatory" teachers/affirms they will hold appropriate credentials (Commission on Teacher Credentialing Certificate/Permit) • Confirms that these teachers will teach only within the restrictions of their credentials		☐	5, 103, 107
❒	Identifies any non-core, non-college prep teaching positions staffed by non-certified teachers and their qualifications, understanding that no flexibility is given to charter schools on credentialing requirements – ALL teachers must have appropriate credentials during school day for instructional minutes	☐		103-108

	The credentials/qualifications of other charter school staff (e.g., counselors, librarians, administrators, nurses and others)	☐		103-108
	Statement of acknowledgment that all employees are subject to state and federal employment laws	☐		103
	Explains how teachers will learn the curricula	☐		47-49
Strengths:				
Areas of Concern:				
Conclusions				

F	Health and Safety Procedures	Evidence	Addressed in Petition	Page
❒	Affirms that each employee will furnish the school with a criminal record summary		☐	109
❒	Outlines specific health and safety practices addressing such key areas as:	☐		109-115
	• Seismic safety (structural integrity and earthquake preparedness)	☐		
	• Natural disasters and emergencies	☐		
	• Immunizations, health screenings, administration of medications, employee TB testing	☐		110
	• Tolerance for use of drugs and/or tobacco	☐		114
	• Staff training on emergency and first aid response	☐		112
	• Description of the charter school's safety plan and disaster preparedness plan	☐		113
	References/accompanied by more detailed set of health and safety related policies/procedures	☐		112, App 27
❒	Method for conducting criminal background checks for potential employees, contractors, and volunteers as required by law to ensure that the charter does not hire any person who has been convicted of a violent serious felony, including ongoing updates		☐	109
Strengths:				
Areas of Concern:				
Conclusions:				

G	Means to Achieve a Reflective Racial and Ethnic, Special Education, and English Learner Balance	Evidence	Addressed in Petition	Page
❒	Lists several specific practices/policies likely to lead to a diverse applicant pool/enrollment: practices and policies appear to be selected to target relevant racial and ethnic, special education, and English Learner groups	☐		116-117
	• Describes the means by which the school will achieve, or has achieved, racial and ethnic, special education, and English Learner balance which is reflected of the district/COE's general student population	☐		116-117

❒	Renewal: Includes racial and ethnic, special education, and English Learner make-up data and identifies means charter will use to address any underrepresented populations	☐		9-12

Strengths:

Areas of Concern:

Conclusions:

H	Admissions Policies and Procedures Consistent with 47605(d)	Evidence	Addressed in Petition	Page
❒	Mandatory assurances regarding non-discriminatory admission procedures		☐	118
❒	Clearly describes admissions procedures, including any preferences • Identifies that the charter school will give preference to pupils who reside in the district and how the charter school will employ this preference • Preferences will be approved at a public hearing and cannot be changed without a material revision • Preferences consistent with federal, state law Preferences will not result in limiting access for students with disabilities, academically low-achieving, English Learners, neglected or delinquent pupils, homeless pupils, economically disadvantaged pupils, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation		☐	118-121
	Includes a copy of an annual parent/student contract and/or handbook, if available	☐		App 10
❒	Includes detailed description of the admissions procedure, including how any public random drawing is implemented, including the steps in the process and how any preferences are applied.		☐	118-121
	Provides application and admission timelines	☐		118-121
❒	Specifies all information to be requested on any application		☐	119, App 28-29
❒	Specifies when and how parents will be notified on application and annually that volunteerism is not required for acceptance to or continued enrollment at the charter School		☐	6, 118, 120-121

Note that with regard to student recruitment, charter schools cannot recruit students in any way that discriminates against students on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in 422.55 of the Penal Code, including immigration status, or association with such persons. In advertising for students, charter schools are required by federal law to distribute materials in ways that effectively reach all segments of the parent community. Charter schools must also be sure to safeguard the rights of parents/guardians who are limited-English proficient, providing materials in languages other than English in order to communicate effectively with all parent groups. Similarly, in recruiting students of parents/guardians with disabilities, outreach materials should be available upon request in various alternative formats (such as Braille or large print, or in public meetings where interpreters are available).

Strengths:

Areas of Concern:

Conclusions

I	Financial Audit	Evidence	Addressed in Petition	Page
❒	Procedure to select and retain independent auditor	☐		122
❒	Qualifications of independent auditor	☐		122
❒	Audit will employ generally accepted accounting procedures	☐		122

❒	Describe specific scope of audit	☐		122
❒	Timing of audit and to whom it will be sent	☐		122
❒	Process for resolving audit exceptions and deficiencies to satisfaction of granting agency	☐		122
❒	Describes manner in which the audit will be made public	☐		122
❒	Describes manner in which the charter school will keep track of financial data and compile information in the prescribed format needed for the annual statement of receipts and expenditures for the prior fiscal year that is due to the authorizing board by Sept. 15 of each year		☐	122
❒	Proof of knowledge of requirement and the process by which charter school will submit quarterly financial reports to its chartering authority and the county superintendent of schools (required by AB 1137)		☐	122
❒	Describes services the charter intends to contract out to the district/SCCOE or another provider (if not included in a memorandum of understanding)	☐		122
Strengths:				
Areas of Concern:				
Conclusions				

J	Pupil Suspension Expulsion Procedures	Evidence	Addressed in Petition	Page
❒	Includes new legal language in header and throughout the section	☐		123-149
❒	Student code of conduct and process by which this information is given to students and parents/guardians	☐		126
❒	Procedure for involving parents, students and staff in designing and implementing a discipline policy	☐		124-126
❒	Detailed process by which student may be suspended or expelled or involuntarily removed for any reason		☐	
❒	Describes disciplinary steps to be taken prior to suspension or expulsion	☐		123-149
❒	Identifies the offenses for which students in the charter school must (where non-discretionary) and may (where discretionary) be suspended and, separately, the offenses for which students in the charter school must (where non-discretionary) or may (where discretionary) be expelled, providing evidence that the petitioners' reviewed the offenses for which students must or may be suspended or expelled in non-charter public schools, and provide evidence that the charter petitioners believe their proposed lists of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serve the best interests the school's pupils and their parents (guardians).	☐		127-137
❒	Identifies the detailed procedures by which pupils can be suspended or expelled.		☐	123-149
❒	Identify the procedures by which parents, guardians, and pupils will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion.		☐	138
❒	Provide for due process for all pupils and demonstrate an understanding of the rights of pupils with disabilities in regard to suspension and expulsion, including by providing specific additional or special procedures applicable to pupils with disabilities or for whom the charter school has a basis of knowledge the student might be disabled.		☐	137-148
❒	Outline how detailed policies and procedures regarding suspension and expulsion will be periodically reviewed, including, but not limited to, periodic review and (as necessary) modification of the lists of offenses for which students are subject to suspension or expulsion,	☐		126

	with clear understanding that any modifications are permitted only through the material revision process.			
❒	What educational alternative, if any, will be provided to students who were suspended or expelled	☐		125
❒	Describes who or what body will be responsible for final suspension/expulsion decisions	☐		139, 142-143
❒	Describes appeal procedures	☐		143
❒	Identifies process by which the charter school will notify the superintendent of the school district of the expelled student's last known address within 30 days and send a copy of student's cumulative record, including transcripts of grades and health records to the school district		☐	148-149
❒	Outlines or describes strong understanding of relevant laws protecting constitution rights of students, generally, and of disabled and other protected classes of students	☐		144-148
❒	Policies balance students' rights to due process with responsibility to maintain a safe learning environment	☐		144-148
❒	Explains how the charter school will comply with federal and state constitutional procedural and substantive due process requirements consistent with: 1. Suspension of less than 10 days includes notice of the charges, an explanation of the evidence supporting the charges, and an opportunity for the pupil to present his/her side of the story. 2. For suspensions of more than 10 days and all expulsions: a. Timely written notice of the charges and the pupil's rights. b. A hearing before a neutral officer within a reasonable number of days, including a fair opportunity for the pupil to present testimony, evidence, and witnesses; confront and cross-examine adverse witnesses, and bring legal counsel or advocate. c. Contain the statement required by Education Code concerning requirements for involuntary removal for any reason.		☐	127, 137-140
❒	Explains how resident school district or COE will be involved in disciplinary matters	☐		148-149
Strengths:				
Areas of Concern:				
Conclusions				

K	Staff Retirement System	Evidence	Addressed in Petition	Page
❒	Statement of whether staff will participate in STRS, PERS, or Social Security (if STRS, then all teachers must do so)		☐	1501
❒	Specifies which retirement system for each position		☐	150
❒	Identifies the position responsible for ensuring appropriate arrangements for coverage have been made and complied with		☐	150
	Relationship between teachers and district/county bargaining unit	☐		150
	Process by which salaries, benefits, working conditions and items, i.e., calendars, holidays, vacations, work day and year will be determined	☐		
	Labor procedures which will be applied to employees	☐		150
	Process for resolving complaints/grievances	☐		153
	Process for ensuring due process	☐		153

	Manner by which staff members will be covered by STRS, PERS, Social Security or Medicare	☐		150, App 30
	Process for staff recruitment, selection, evaluation and termination	☐		108, App 25
	Procedure for processing and monitoring credentials if required	☐		103
❒	Establish compliance with Ed Code 47611		☐	150
Strengths:				
Areas of Concern:				
Conclusions				

L	Attendance Alternatives	Evidence	Addressed in Petition	Page
❒	States that students may attend other district schools or pursue an inter-district or intradistrict transfer in accordance with existing enrollment and transfer policies of their district or county of residence or description of other attendance alternatives		☐	151
❒	Specifies that attendance at charter does not grant right of attendance in district or SCCOE schools or programs		☐	151
Strengths:				
Areas of Concern:				
Conclusions				

M	Description of Employee Rights	Evidence	Addressed in Petition	Page
❒	Description of employee rights upon leaving school district or SCCOE		☐	152
	• Acknowledgment whether collective bargaining contract in district/SCCOE will be controlling	☐		152
	• Whether and how charter school staff may resume employment within the district/SCCOE	☐		152
	Sick/vacation leave (ability to carry it over to and from charter school)	☐		152
	• Whether charter school staff will continue to earn service credit (tenure) in district/SCCOE while at charter school	☐		152
	• How employees will be paid (e.g. salaried, hourly, etc.)	☐		App 31-32
	• Describes employee benefits	☐		App 31-32
	• Identifies intended employment status of charter school employees (exempt/non-exempt)	☐		App 31-32, App 24
	• Describes how rights will be communicated to prospective employees	☐		152
Strengths:				
Areas of Concern:				
Conclusions				

N	Dispute Resolution Process	Evidence	Addressed in Petition	Page
❒	Outlines a simple process for charter and granting agency to settle disputes	☐		153-154
	Process indicates whether it is binding on school or granting agency/fair process	☐		153-154
	Step by step process for identifying/framing dispute points	☐		153-154
	• Whether internal charter disputes may be brought to granting agency	☐		153-1541
	• Identifies specific parties to be involved at each step	☐		153-154
	• Basic rules at each step	☐		153-1541
	• Which results are binding	☐		153-154

❒	Includes SCCOE's required dispute resolution process – should be updated for renewals to include SCCOE's process)	☐		154

Strengths:

Areas of Concern:

Conclusions

O	Closure of Charter School	Evidence	Addressed in Petition	Page
❒	Outlines an adequate process to be used if the charter school closes		☐	155-157
❒	Process includes a final audit of the charter school that includes specific plans for disposition of all assets and liabilities of the charter school and for the maintenance and transfer of public records and pupil records (per code)		☐	155-157
❒	Process must, at a minimum, comply with all requirements of Cal. Code of Regs., title 5, section 11962.	☐		155-157

Strengths:

Areas of Concern:

Conclusions

REQUIRED SUPPLEMENTAL INFORMATION: Education Code § 47605(g)

i	Administrative Services	Evidence	Addressed in Petition	Page
❒	Describes how charter administrative services will be acquired or provided		☐	160
❒	Describes how the day-to-day administrative operations will be handled	☐		160

Strengths:

Areas of Concern:

Conclusions

ii	Civil Liability	Evidence	Addressed in Petition	Page
❒	Did the petitioners provide information regarding the potential civil liability effects, if any, upon the school, and the school district where the charter school operates or proposes to operate and upon the county board of education and SCCOE?		☐	160-161
❒	Appropriate insurance coverage in conformance with SCCOE risk management standards		☐	159, App 26
❒	Indemnification/defense/hold harmless of SCCOE		☐	161

Strengths:

Areas of Concern:

Conclusions

iii	Financial Plan	Evidence	Addressed in Petition	Page
❒	First year operational budget includes:		☐	162-163, App 34
❒	• Start-up costs		☐	162-163, App 34
❒	Cash flow for first three years		☐	162-163, App 34
❒	Financial projections for first three years		☐	162-163, App 34
❒	FCMAT Fiscal Health		☐	162-163,

				App 34
Strengths:				
Areas of Concern:				
Conclusions				

iv	Labor Relations	Evidence	Addressed in Petition	Page
❒	Specifies whether charter or local school district will be employer for EERA purposes		☐	4
❒	Specifies whether it is the charter school or the corporation that will be the employer	☐		4
❒	Evidences charter's clear understanding that employees are not required to engage in collective bargaining, but they have that right if they choose to do so.	☐		152
Strengths:				
Areas of Concern:				
Conclusions				

v	Planning Assumptions	Evidence	Addressed in Petition	Page
❒	• Number/types of students	☐		35-36
❒	• Number of staff	☐		App 34
❒	• Teacher/student ratio	☐		45
❒	• Facilities needs	☐		158
❒	• Whether the charter school will participate in the National School Lunch Program	☐		112
❒	• Costs of all major items are identified and within reasonable market ranges	☐		App 34
❒	• Revenue assumptions in line with state and federal funding guidelines	☐		App 34
❒	• Revenue from "soft sources" (e.g., donations, grants and fundraisers) less than 10% of ongoing operational costs	☐		App 34
❒	• Timeline allows window for grant applications to be submitted and funded	☐		App 34
Strengths:				
Areas of Concern:				
Conclusions				

vi	Start-Up Costs (New petitions only)	Evidence	Addressed in Petition	Page
❒	• Clearly identifies most major start-up costs	☐		n/a
❒	• Staffing	☐		n/a
❒	• Facilities	☐		n/a
❒	• Equipment and Supplies	☐		n/a
❒	• Professional Services	☐		n/a
❒	• Assumptions in line with overall school design plan	☐		n/a
❒	• Identifies potential funding source that could or would fund these costs	☐		n/a
❒	• Timeline allows for grant and fundraising	☐		n/a
Strengths:				
Areas of Concern:				
Conclusions				

vii	Annual Operating Budget	Evidence	Addressed in Petition	Page
❒	• Annual revenues and expenditures clearly identified by source and expenditures are clearly identified by destination (i.e. object codes).	☐		App 34
❒	• Revenue assumptions closely related to applicable state and federal funding formulas	☐		App 34
❒	• Expenditure assumptions reflect school design plan	☐		App 34
❒	• Expenditure assumptions reflect prevailing or market costs	☐		App 34
❒	• "Soft" revenues (e.g. fund-raises and grants) are not critical to solvency	☐		App 34
❒	• Strong reserve or projected ending balance (the larger of 2–5% of expenditure or $25,000)	☐		App 34
❒	• If first year is not in balance, the long-term plan identifies solvency in future years and sources of capital sufficient to cover deficits until year budget is projected to balance.	☐		App 34
❒	• Budget clearly indicates restricted versus general operating/flexible funds.	☐		App 34
❒	• Expenditure for sufficient insurance to name SCCOE as also insured/hold harmless agreement	☐		App 34
❒	• Expenditure sufficient for reasonably expected legal services	☐		App 34
❒	• Expenditure for Special Education excess costs consistent with current experience in county	☐		App 34
❒	• Description of all insurance the charter school will purchase, complete with annual cost	☐		App 34
❒	• First year budget premised on realistic year 1 ADA	☐		App 34
Strengths:				
Areas of Concern:				
Conclusions				

viii	Cash Flow Analysis	Evidence	Addressed in Petition	Page
❒	• Monthly projection of revenue receipts in line with state/federal funding disbursements	☐		App 34
❒	• Expenditures projected by month and correspond with typical/reasonable schedules	☐		App 34
❒	• Show positive fund balance each month and/or identify sources of working capital	☐		App 34
Strengths:				
Areas of Concern:				
Conclusions				

ix	Long-term Plan	Evidence	Addressed in Petition	Page
❒	• Projects revenues and expenditures for at least three additional years (in addition to first year budget).	☐		App 34
❒	• Revenue assumptions based on reasonable potential growth in state and federal revenues	☐		App 34
❒	• Revenue assumptions based on reasonable student growth projections	☐		App 34
❒	• Expenditure projections are inflated by reasonable cost-of-living and inflation assumptions and school growth assumptions.	☐		App 34

❒	• Projected annual fund balances are positive or likely sources of working capital are identified to cover projected deficits.	☐		App 34

Strengths:

Areas of Concern:

Conclusions

x	District Impact Statement	Evidence	Addressed in Petition	Page
	• Does the charter include an impact statement?	☐		164
	• Provides estimated numbers of students anticipated to enroll	☐		35-36
	• Identify whether or not will request district-owned facilities	☐		158

Strengths:

Areas of Concern:

Conclusions

xi	Grade Level, Geographic and Site Limitations	Evidence	Addressed in Petition	Page
	• Does the Petition demonstrate that it will operate a single charter school within the geographic jurisdiction of the school district?	☐		158
	o If not, does the Petition demonstrate any basis for an exception	☐		
	• Does the Petition identify where the school will operate?	☐		158
	• Does the Petition demonstrate that it will not serve grade levels not served by the district unless it serves all of the grade levels served by the district?	☐		

Strengths:

Areas of Concern:

Conclusions

xii	Annual Financial Report	Evidence	Addressed in Petition	Page
	• Does the Petition demonstrate that the charter school shall provide the authorizer with a copy of an annual financial report in a format prescribed by the State Superintendent of Public Instruction?	☐		122

Strengths:

Areas of Concern:

Conclusions

xiii	Facilities / Transportation	Evidence	Addressed in Petition	Page
❒	• Specify where school intends to be located and describes facilities to be used by the charter school.	☐		158-159, App 16
❒	• Present a written agreement (a lease or similar document) indicating the charter school's right to use the principal school site identified by the petitioners for at least the first year of the charter school's operation and evidence that the facility will be adequate for the charter school's needs. Not later than June 1, present a written agreement (or agreements) indicating the charter school's right to use any ancillary facilities planned for use in the first year of operation (any ancillary facilities or additional sites must be approved with Charter or by a material revision).	☐		158-159, App 33 App 16

❒	• Present evidence that the facility is located in an area properly zoned for operation of a school and has been cleared for student occupancy by all appropriate local authorities.	☐		158-159, App 33
❒	• Transportation arrangements, if any, including compliance with IDEA and McKinney Vento (Note that if charter schools provide transportation to and/or from school or while at school, they may be subject to state and federal laws governing vehicles, drivers, etc.)	☐		28, 37, 60, 68, 115
Strengths:				
Areas of Concern:				
Conclusions				

xiv	Insurance Coverage	Evidence	Addressed in Petition	Page
❒	Describes minimum insurance coverage consistent with SCCOE risk management requirements	☐		159, App 26
❒	• Not later than June 1, (or such earlier time as charter school may employ individuals or acquire or lease property or facilities for which insurance would be customary), submit documentation of adequate insurance coverage, including liability insurance, which shall be based on the type and amount of insurance coverage maintained in similar settings.	☐		App 26
❒	• Liability of district/county to handle payments if charter school defaults: • for schools organized pursuant to Non-Profit Benefit Corporation Law • for schools not covered by Non-Profit Benefit Corporation Law • AB 1994 • General Assurances “Boiler Plate” Language	☐		159, App 26
❒	Indemnification/Defense/Hold Harmless of SCCOE consistent with SCCOE risk management requirements.	☐		161
Strengths:				
Areas of Concern:				
Conclusions				